



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410

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Web: www.sanbag.ca.gov



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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
-

AGENDA

Administrative Committee Meeting

February 13, 2008

9:00 a.m.

Location

SANBAG

Super Chief Conference Room

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA

Administrative Committee Membership

Chair – SANBAG Vice President

Supervisor Gary Ovitt
County of San Bernardino

SANBAG President

Mayor Lawrence Dale
City of Barstow

SANBAG Past President

Supervisor Dennis Hansberger
County of San Bernardino

Mt./Desert Representatives

Mayor Rick Roelle
Town of Apple Valley

Mayor Mike Leonard
City of Hesperia

Supervisor Brad Mitzelfelt
County of San Bernardino

East Valley Representatives

Council Member Bea Cortes
City of Grand Terrace

Mayor Bob Christman
City of Loma Linda

Supervisor Josie Gonzales
County of San Bernardino

West Valley Representatives

Council Member Gwenn Norton-Perry
City of Chino Hills

Mayor Paul Eaton
City of Montclair

Supervisor Paul Biane
County of San Bernardino

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

The San Bernardino County Transportation Commission, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.

The San Bernardino County Transportation Authority, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.

The Service Authority for Freeway Emergencies, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.

The Congestion Management Agency, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.

As a Subregional Planning Agency, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

**San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency**

AGENDA

Administrative Committee Meeting

**February 13, 2008
9:00 a.m.**

Location: SANBAG, Super Chief Conference Room, 1170 W. 3rd Street, 2nd Floor,
San Bernardino

CALL TO ORDER 9:00 a.m.
(Meeting Chaired by Gary Ovitt)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Anna Aldana

1. Possible Conflict of Interest Issues for the Administrative Committee Meeting February 13, 2008. Pg. 6

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by member request.

Administrative Matters

2. Attendance Register Pg. 7

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

3. Procurement Report for January 2008 Pg. 9

Receive Monthly Procurement Report. Charles Conway

Notes/Actions

Discussion Items

Administrative Matters

4. **New SANBAG Administrative Services Specialist Position Pg. 11**

Approve the new SANBAG Administrative Services Specialist position, effective March 5, 2008.
Deborah Barmack

5. **The Procurement and Implementation of an Enterprise Resource Planning System Pg. 13**

Approve the release of RFP 08-145, for the Procurement and Implementation of an Enterprise Resource Planning System (ERPS). **Michelle Kirkhoff**

6. **San Bernardino Santa Fe Depot Property Management Pg. 55**

Amendment No. 1 to extend **Sole Source** Contract 07-003 with CityCom Real Estate Services, Inc. for the San Bernardino Santa Fe Depot property and facility management increasing the compensation by \$46,272.00 for a new total contract authority of \$134,400.00 as identified in the Financial Impact Section. **Mike Bair**

Program Support/Council of Governments

7. **House Resolution (H.R.) 5102 – Container Fee Legislation Pg. 60**

Receive report and provide feedback. **Jennifer Franco**

8. **Surface Transportation Policy and Review Study Commission Pg. 73**

Receive report. **Jennifer Franco**

Transit/Commuter Rail

9. **Exercise Second Option of Sole Source Contract 05-003 for Public and Specialized Transit Planning Services with A Menninger Mayeda Alternative Pg. 76**

Approve Amendment No 2 to **Sole Source** Contract 05-003 with A Menninger Mayeda Alternative for Public and Specialized Transit Planning Services in an amount of \$161,648.74 over a two-year period as identified in the Financial Impact Section. **Mike Bair**

Discussion Items Continued....**Transit/Commuter Rail (Cont.)**

10. **Agreement with Omnitrans to Fund the San Bernardino to Redlands Corridor Regionally Significant Transportation Investment Study and Environmental Analysis** Pg. 86

Authorize the Executive Director to execute Contract 08155 with Omnitrans for the receipt of Federal Transit Administration Section 5307 Urban Formula Funds to conduct the San Bernardino to Redlands Corridor Regionally Significant Transportation Investment Study and Environmental Analysis in the amount of \$800,000.00 as identified in the Financial Impact Section. **Mike Bair**

Comments from Committee Members**Public Comment****ADJOURNMENT****Additional Information****Acronym List****Pg. 97**

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

**SANBAG General Practices for Conducting Meetings
of
Board of Directors and Policy Committees**

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 1

Date: February 13, 2008

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
6	07-003	CityCom Real Estate Svcs., Inc. <i>Mike Fortunato</i>	N/A
9	05-003-2	A Menninger Mayeda Alternative <i>Heather Menninger-Mayeda</i>	N/A

Financial Impact: This item has no direct impact on the budget.

Reviewed By: This item is prepared monthly for review by the Board of Directors and Policy Committee members.

Approved
Administrative Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

ADMINISTRATIVE COMMITTEE ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Biane Board of Supervisors	X											
Robert Christman City of Loma Linda	X											
Mike Leonard City of Hesperia	X											
Bea Cortes City of Grand Terrace	X											
Lawrence Dale City of Barstow	X											
Paul Eaton City of Montclair	X											
Josie Gonzales Board of Supervisors												
Dennis Hansberger Board of Supervisors	X											
Brad Mitzelfelt Board of Supervisors	X											
Gary Ovitt Board of Supervisors	X											
Gwenn Norton-Perry City of Chino Hills												
Rick Roelle Town of Apple Valley	X											

X = Member attended meeting.

* = Alternate member attended meeting. Empty box = Member did not attend meeting Crossed out box = Not a member at the time.

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1 of 1

ADMINISTRATIVE COMMITTEE ATTENDANCE RECORD - 2007

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Biane Board of Supervisors	X	X	X		X	X	X	X				X
Robert Christman City of Loma Linda	X	X		X	X	X	X	X	X	X	X	X
Kevin Cole City of Twentynine Palms	X	X	X	X	X	X	X					
Mike Leonard City of Hesperia												
Bea Cortes City of Grand Terrace	X	X	X	X	X		X	X	X	X		X
Lawrence Dale City of Barstow	X	X	X	X	X	X	X	X	X	X	X	X
Paul Eaton City of Montclair		X		X	X	X	X	X	X	X		X
Josie Gonzales Board of Supervisors	X		X	X	X		X	X				X
Dennis Hansberger Board of Supervisors	X	X		X	X		X	X		X	X	X
Brad Mitzelfelt Board of Supervisors	X	X		X						X		
Gary Ovitt Board of Supervisors	X	X	X	X		X	X		X		X	X
Gwenn Norton-Perry City of Chino Hills		X	X	X	X			X		X	X	X
Rick Roelle Town of Apple Valley	X	X	X		X	X		X	X	X		X

X = Member attended meeting.

* = Alternate member attended meeting. Empty box = Member did not attend meeting

Crossed out box = Not a member at the time.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: February 13, 2008

Subject: Procurement Report for January 2008

Recommendation: Receive Monthly Procurement Report.

Background: The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of \$25,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Administrative Committee for the month of January 2008.

Financial Impact: This item imposes no impact on the FY 2007/2008 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item is scheduled for review by the Administrative Committee on February 13, 2008.

Responsible Staff: Charles M. Conway, Chief Financial Officer

Approved
Administrative Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

PURCHASE ORDERS ISSUED FOR January 2008

P.O. #	Vendor	Purpose	Sole Source Y/N	Amount
08147	TH Enterprises, Inc	To provide the ability to download RCMS reports to a CSV Export File	No -- Per contract 05-034	\$ 12,293.00
			TOTAL PURCHASE ORDERS ISSUED	\$ 12,293.00

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: February 13, 2008

Subject: New SANBAG Administrative Services Specialist Position

Recommendation:* Approve the new SANBAG Administrative Services Specialist position, effective March 5, 2008

Background: This new position is being requested to provide support and assistance for Human Resources and Information Services tasks. Currently, all of Human Resources and Information Services tasks are being performed by one position with the use of contracted services.

Due to the increased requirements for recruitment activities to fill open positions and managing the compensation tasks for staff as well as managing the implementation of new technologies (computer network), there is need for more on-site management of tasks.

The new position is an entry level administrative/professional level position with the starting Range 14 (up to 17) and the starting salary of \$ 43,870 (up to \$ 61,730).

Financial Impact: This new position can be accommodated within the SANBAG 2007/2008 Budget.

Reviewed By: This item is scheduled for review by the Administrative Committee on February 13, 2008.

Responsible Staff: Deborah Robinson Barmack, Executive Director

*

Approved
Administrative Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Job Description for Administrative Services Specialist

The Job: The Administrative Services Specialist has complex and confidential analytical responsibilities related to organizational, operational, programmatic, computer network, and human resource functions. Services are performed in support of the Human Resources/Information Services Manager and under the direction of the Director of Management Services.

Essential functions of the classification are:

- Assist in managing the agency's computer network, including updating of the agency's Intranet site (SANBAG Intranet is SANBAG's company policy manual) and management of the SANBAG Portal.
- Manage the agency-assigned smartphones.
- Assist in managing the agency's policies & procedures by researching current requirements (federal/state) and other "best" practices.
- Participate in the SANBAG Safety Committee and assist with the implementation of safety projects.
- Manage various miscellaneous projects such as SANBAG office practices, facility needs, and security practices to ensure good control by SANBAG Management.
- Perform analytical studies by gathering information on work flows, staffing, operating procedures, equipment usage, and systems automation.
- Process employee recruitments, hiring, and separations.
- Manage timely processing of performance evaluations and salary adjustments.
- Perform compensation and benefits surveys as needed.

Travel: Occasional travel throughout the County and the Southern California region may be required. At the time of hire, a valid California driver's license and proof of automobile liability insurance must be produced.

Minimum Requirements:

Education: Bachelors degree in public administration, accounting, or other related area.

Experience: One year work experience in which may have included the following: conducting analytical studies related to organizational operations, staffing, and facility issues; writing reports and policies; human resource duties such as writing job descriptions and vacancy announcements, conducting interviews, and developing performance tests; and familiarity with computer applications such as word processing, spreadsheet, database, and web site design, and portal software.

Substitution: A Master's degree in a related field may substitute for one year of experience.

Physical Demands: Strength, dexterity, and vision required to use keyboards and video display terminals. Ability to reach for items above and below desk level; read long reports; sit for long periods of time; answer and speak on the phone; occasionally lift items weighing up to 25 pounds such as files, boxes, and stacks of paper; and move items from the office to other locations. Manual dexterity required for using office equipment, handling files, and sheets of paper.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: February 13, 2008

Subject: The Procurement and Implementation of an Enterprise Resource Planning System

Recommendation: Approve the release of RFP 08-145, for the Procurement and Implementation of an Enterprise Resource Planning System (ERPS).

Background: In September 2007, the SANBAG Board selected an Information Technology Consultant for the purpose of advising SANBAG on the selection, procurement and implementation of a new ERPS, which is a replacement for SANBAG's existing financial and accounting software system package. The firm selected (Civic Resource Group or CRG) has been busy working with SANBAG Staff to familiarize themselves with SANBAG operations and programs, identify current and future financial and project management needs, and develop an RFP for the ultimate implementation of a new system. Please refer to the attached draft RFP No. 08-145.

The intent of the RFP is to seek proposals from qualified vendors for software and implementation services for a new system, to be implemented by January 1, 2009. The project goals include the following key requirements:

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* 0

Witnessed: _____

- a. Meet the needs/business requirements for the user community (SANBAG Staff and other stakeholders);
- b. Ensure the new system allows SANBAG to adhere to all governmental and industry auditing and reporting requirements;
- c. Enable SANBAG to take advantage of advances in technologies including web, remote access and mobility solutions;
- d. Utilize well designed and proven technology and is compatible with SANBAG's long term information technology strategy;
- e. Provide a long term foundation for managing SANBAG's business and is expandable over time;
- f. Provide interoperability with other systems;
- g. Provide a solution that matches SANBAG's culture and internal technology skills;
- h. Mitigate Risk – Project And Business; and
- i. Implement a cost effective solution

Upon SANBAG Board approval, the RFP will be posted on the SANBAG website and notices sent out to qualified firms that are currently in SANBAG's vendor database, as well as a database of vendors provided by CRG. In addition, an announcement will be placed on the web via online vendor notification services, such as www.onvia.com and www.bidmain.com. Proposals are due into SANBAG by April 21, 2008 by 3:00 p.m. Based on the quality and quantity of proposals submitted, a recommendation will be brought to the Board for consideration, as early as possible in the next Fiscal Year (FY) 2008-2009.

Financial Impact: Activities to select a new EPRS are included in the SANBAG FY 2007/2008 Budget. Based on the RFP schedule, a contract would not be executed until next the next fiscal year; therefore, funds to implement a new ERPS would be budgeted accordingly in the FY 2008/2009 Budget. Task Number IAM08.

Reviewed By: This item will be reviewed by the Administrative Committee on February 13, 2008. The RFP has been reviewed and approved for release by SANBAG Legal Counsel.

Responsible Staff: Michelle Kirkhoff, Director of Air Quality/Mobility Programs
Chip Conway, Chief Financial Officer

ATTACHMENT 1

SAN BERNARDINO ASSOCIATED GOVERNMENTS

REQUEST FOR PROPOSALS NO. 08-145

FOR

ENTERPRISE RESOURCE PLANNING SYSTEM



DRAFT

February 2008

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SECTION 1: INTRODUCTION AND PROJECT OVERVIEW

1.1 Project Purpose and Scope

San Bernardino Associated Governments (SANBAG) is a council of governments and transportation planning agency for San Bernardino County. SANBAG is responsible for cooperative regional planning and furthering an efficient multi-modal transportation system countywide. As the County Transportation Commission, SANBAG supports freeway construction projects, regional and local road improvements, train and bus transportation, railroad crossings, call boxes, ridesharing, congestion management efforts and long-term planning studies. SANBAG administers Measure I, the half-cent transportation sales tax approved by county voters in 1989. The organization serves the 1.9 million residents of San Bernardino County. Note that a major functionality contained in the existing system, is a module that automatically creates the distribution for the Measure I sales tax received each month and this functionality is desired in the new system.

SANBAG serves as the County legal authority for many transportation responsibilities including: Council of Governments, County Transportation Authority, County Transportation Commission, County Congestion Management Agency, Service Authority for Freeway Emergencies (Call Box program), and County Subregional Planning Agency. The Agency has a budget over \$400 million and 39 full time employees. SANBAG is comprised of 29 Board members, one member from each of the 24 cities, and all 5 members from the County Board of Supervisors. In addition to the 29 voting members, a representative from the State Department of Transportation (Caltrans) serves the Board as an Ex-Officio/Non-Voting member.

SANBAG is looking to replace its enterprise resource planning and software system including financial and project management. SANBAG seeks proposals from qualified Proposers for software and implementation services for a new system by January 1st, 2009 (the earliest implementation is preferable and this is a targeted date).

Project goals include the following key requirements:

- a. Meet the needs/business requirements for the user community (SANBAG Staff and other stakeholders)
- b. Ensure the new system allows SANBAG to adhere to all governmental, industry auditing and reporting requirements, as well as requirements of Measure I
- c. Enable SANBAG to take advantage of advances in technologies including web, remote access and mobility solutions
- d. Utilize well designed and proven technology and is compatible with SANBAG's long term information technology strategy
- e. Provide a long term foundation for managing SANBAG's business and is expandable over time
- f. Provide interoperability with other systems

- g. Provide a solution that matches SANBAG's culture and internal technology skills
- h. Mitigate Risk – Project And Business
- i. Implement a cost effective solution

Specific system functionality requirements are included in Section 4.

1.2 Project Background

Currently SANBAG uses an enterprise wide software system designed to meet SANBAG's specific needs and includes a number of custom programmed applications. The system was installed in 1990. The existing system, The Regional Council Management System (RCMS), developed by TH Enterprises, Inc., and consists of the following Financial Management components:

- a. general ledger,
- b. accounts payable,
- c. payroll,
- d. accounts receivable,
- e. budget preparation module,
- f. bank reconciliation,
- g. cost allocation,
- h. fixed assets,
- i. project costs,
- j. purchase order,
- k. revenue recognition,
- l. contact and infodex management,
- m. log correspondence,
- n. Measure I distribution, and
- o. Directors' Query Reporting System (DQRS).

A more detailed description of the system is included in Appendix E. Payroll and benefits are administered by the County of San Bernardino (EMACS payroll system). SANBAG uses the current system (RCMS) for time tracking, human resources and allocation of salaries to project budgets.

SANBAG would like to implement a new system that includes project-tracking capabilities or contains an open architecture that could link to a separate project-tracking module. A key driver behind the replacement of the system is the extension of the current half-cent sales tax, Measure I which will end its 20-year implementation by April 2010. The voters approved to extend Measure I, for an additional 30-year half-cent sales tax measure (Measure I 2010-2040), an \$8 billion program that will go into effect in April 2010. SANBAG is responsible for accounting for projects that receive Measure I funding as well as other grant-funded transportation projects in the region. As such, SANBAG is looking for a new system that will address its need to track and monitor receipt and expenditure of funds from multiple sources/agencies. In addition, the new

system must accommodate the automatic distribution for the Measure I sales tax received each month. Further details on Measure I can be found on SANBAG's website at http://www.sanbag.ca.gov/meas-i_central.html.

SANBAG is comprised of the following functional areas, which provide transportation planning and project management services to the region:

- a. Legislative and Intergovernmental Affairs
- b. Transit and Rail Programs
- c. Air Quality and Mobility Programs
- d. Freeway Construction
- e. Planning & Programming
- f. Management Services, and
- g. Finance

1.3 Timeline/Schedule of Events

Following are the key dates for this RFP. SANBAG is committed to adhering to this schedule but reserves the right to make modifications.

Event	Date
Issue Request for Proposals (RFP)	March 5, 2008
Deadline for receipt of written questions by 4:00 p.m.	March 19, 2008
Deadline for intent to submit a proposal by 4:00 p.m.	March 19, 2008
SANBAG issues Responses by 5:00 p.m.	March 24, 2008
Proposals Due by 3:00 p.m.	April 21, 2008
Proposer Interviews/Demos/Test Environments	May 12 th through May 23 rd
<i>Very Tentative</i> Date of Notification of Award by the SANBAG Board	July 2, 2008

Any Proposer who is interested in submitting a proposal, must submit their intent in writing, to the SANBAG contact person, by no later than March 19, 2008 by 4:00 p.m. Any further updates, amendments to the RFP or information will only be sent to those Proposers who identifies in writing, their intent to submit a proposal. All other contacts on the SANBAG mailing/contact list will not have any further contact on this RFP process. Should the Proposer who expresses their interest in submitting a proposal ultimately does not submit a proposal, that is acceptable.

1.4 Additional Information

SANBAG has no obligation to buy or issue a solicitation to any Proposer as a result of this RFP. Each response to the RFP shall be done at the sole cost and expense of each proposing firm and with the express understanding that no claims against the Agency for reimbursement will be accepted.

SECTION 2: PROPOSER INSTRUCTIONS & CONDITIONS

2.1 Proposer Instruction Guidelines

2.1.1 Examination of Proposal Documents

By submitting a proposal, Proposer represents that it has thoroughly examined and is familiar with the work required under this RFP and that it is capable of performing quality work to achieve the stated objectives.

2.1.2 Addenda

Any changes to the requirements will be made by written addendum to this RFP pursuant to Section 1.3 above. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting agreement. Proposers shall acknowledge receipt of addenda in their proposals.

2.1.3 Contact

All questions and/or contacts with SANBAG regarding this RFP are to be directed to:

Michelle Kirkhoff, Director of Air Quality/Mobility Programs
San Bernardino Associated Governments (SANBAG)
1170 W. 3rd Street, 2nd Floor. San Bernardino, CA 92401-1421
Phone: 909.884.8276 FAX: 909.885.4407
E-mail: mkirkhoff@sanbag.ca.gov

2.1.4. Questions& Answers

All questions regarding the RFP must be put in writing and be received by the designated person in Section 2.1.3, by email, by no later than 4:00 p.m. on March 19, 2008. Responses to the questions, and any amendments to the RFP will be posted on the SANBAG website at (<http://www.sanbag.ca.gov/about/contracting.html>) as well as emailed out to those Proposers who have notified SANBAG of an intent to submit a proposal (pursuant to Section 1.3) as an Addendum by no later than March 24, 2008 by 5:00 p.m. (pursuant to Section 1.3).

Once the RFP has been issued, PROPOSERS are specifically directed not to contact SANBAG personnel, SANBAG Board members or SANBAG Board members' staff for meetings, conferences or discussions of any nature, related to this RFP. All questions shall be directed to Ms. Kirkhoff. It is intended that the selection of a consultant shall be made on merit alone, based on the processes and criteria set forth in the RFP. Violation of this condition shall, at SANBAG's sole discretion, be cause for immediate disqualification of a Proposer's proposal.

2.1.5. Submission of Proposals

Proposals must be received in SANBAG's office at or before 3:00 p.m. on April 21, 2008. All proposals will be date and time stamped upon receipt. Facsimile or electronically transmitted proposals will **NOT** be accepted. Postmarks will **NOT** be accepted in lieu of actual receipt. Proposals received after the above date and time will be returned to the Proposer unopened and will **NOT** be evaluated.

Proposers shall submit one original and seven copies in a sealed package and addressed as follows:

Attention Michelle Kirkhoff
RE: RFP #08-145 Proposal for SANBAG Enterprise Resource Planning System
San Bernardino Associated Governments (SANBAG)
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92401-1421

The package must be clearly marked as follows: RFP # 08-145 Proposal for SANBAG Enterprise Resource Planning System

2.1.6 Acceptance of Proposals

- a. SANBAG reserves the right to accept or reject any and all proposals or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. SANBAG reserves the right to withdraw or cancel this RFP at any time without prior notice and makes no representation that any contract will be awarded to any Proposer responding to this RFP.
- c. SANBAG reserves the right to postpone proposal openings for its own convenience.

2.1.7. Incurred Costs

SANBAG shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. All Proposers agree that any costs incurred in developing the proposal are responsibility of the Proposer.

2.1.8. Joint Offers

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. SANBAG intends to contract with a single firm and not with multiple firms doing business as a joint venture.

2.2 Proposal Preparation Guidelines

Responses to this RFP should include a cover page and a signed letter of transmittal followed by a table of contents. Proposals should be organized into the following major sections and provide sufficient detail for SANBAG to make an informed decision and comparison of proposals. Emphasis should be given to accuracy, completeness, and clarity of content. Additional information such as marketing brochures and promotional materials may be included but should be provided at the end of the proposal in an appendix.

2.2.1 Letter of Transmittal

The cover letter must at minimum contain the following:

- a. Identification of the Proposer who will have contractual responsibility with SANBAG. Identification shall include legal name of the company, corporate address, telephone and fax number, and an email address, as well as the same information for the contact person identified during period of proposal evaluation.
- b. Acknowledgement of receipt of all RFP addenda, if any.
- c. A statement to the effect that the proposal shall remain valid for a period of 120 days from the date of submittal.
- d. Signature of a person authorized to bind Proposer to the terms of the proposal.

2.2.2 Executive Summary

The Executive Summary shall familiarize SANBAG with the key elements of the proposal, and any unique features of the proposed solution. This document should indicate which option is being proposed, and should contain a summary of the Proposer's proposal. Include a general statement of Proposer's experience and capabilities, which are compatible with the goals of this project.

2.2.3 Proposer Qualifications

This section of the proposal should establish the ability of the Proposer to satisfactorily perform the required work by reasons of: experience in performing similar work, demonstrated competence, strength and stability of the firm, and supportive client references. This section of the proposal should include:

- a. Brief profile of the firm, including the types of services offered, number, size and location of the office from which the work will be performed.

- b. Product focus, key partnerships and alliances.
- c. General description of the firm's financial condition and identification of any conditions (bankruptcy, litigation, office closures, and impending merger) that might affect the project.
- d. Firm's experience in providing similar product/services as described in this RFP. Participation in such work by the key personnel proposed for assignment to this project should be highlighted. Description of experience working with government agencies and any experience with agencies, which administer sales tax revenue should be highlighted.
- e. Identification of subcontractors by company name, address, contact person, telephone number and project function. Proposer should describe their experience working with each subcontractor.
- f. Minimum of three (3) references for directly applicable projects preferably with a similar government agency of scope and size of annual budget. References should include an overview of the solution provided including hardware and software components, the contact person who was directly responsible for overseeing the implementation/completion for each of the referenced projects and the name of the client/agency, contact information (name, phone number, email address); the dates the services were provided, and total cost, as set in Appendix B of this RFP. Additional references are allowable if the vendor chooses.

2.2.4 Staff and Project Organization

This section of the proposal should identify the project management method as well as key personnel assigned. Proposer should:

- a. Identify key personnel proposed to perform the work identified in the scope of work.
- b. Include brief resumes, including previous experience with the public sector, for the proposed key personnel.
- c. Include an organizational chart which clearly delineates communication/reporting relationships among the key personnel.
- d. Include a statement that key personnel will be available for the duration of the project and that SANBAG has right of refusal for any replacements and if replacement is required, SANBAG shall approve the replaced personnel.

2.2.5 Work Plan

Proposer should provide a narrative which addresses the Scope of Work and shows Proposer's understanding of SANBAG's needs and requirements. Proposer responses will address the following items:

- a. Describe the approach in completing the tasks noted in the Scope of Work. Responses should address all items identified in the Systems Requirement Form (Appendix A) as well as other optional features recommended by the Proposer. The Proposer should highlight features and capabilities that the Proposer feels are a strength to the proposed solution. This section should include at a minimum, solution overview, system functionality, technical specifications, system requirements and product support.
- b. List all hardware and software components and any potential upgrades, which are required, based on SANBAG's current hardware and software configuration.
- c. State any exceptions/deviations from the technical requirements of this RFP. Explain any alternative approaches to meeting the technical requirements.
- d. Provide a detailed implementation work plan including all key phases including project planning, configuration, testing, rollout and support. A project plan listing tasks, owner (Proposer or customer) and associated labor hours is required. Responses should include implementation plan considerations including estimated time frame and deliverables for various stages of the project. Responses should include a discussion of resources required by SANBAG including IT personnel and end user training for the implementation as well as skills required to support the new system. Key areas of interest to SANBAG include testing procedures and project risk mitigation to help avoid system downtime.
- e. Include a discussion of the project management approach.

2.2.6 Price Proposal

Proposal should include the proposed cost, including any and all out-of pocket costs, broken down by major activity. Proposer should:

- a. Include direct hourly rates and the fully burdened hourly rate - direct rate plus any overhead, fringe, benefits, indirect, and any other markups to the hourly rate, (such as general and/or administrative, profit, and so on) and number of hours for each individual who will work on the project.
- b. Indicate clearly the level and type of support to be provided in detail that relates to their proposed ongoing "maintenance and support costs".

- c. Identify any hardware and software required to implement the system, including the estimated cost. Proposals should include the following cost components:
 1. Equipment (Hardware and Software)
 2. Implementation Services
 3. Training
 4. Support
 5. Optional Items
 6. Other

Proposers should fill out the price proposal forms included in Appendix D.

2.3 Evaluation Process

2.3.1 Evaluation Criteria

SANBAG will evaluate the proposals based on the following criteria:

- a. Firm Qualification and Product Quality

Qualification of the firm and adequacy of the offered product to the needs of SANBAG: technical requirements fulfillment, experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm/subcontractors.

- b. Staffing and Project Organization:

Qualification of key personnel and project staff, logic of project organization.

- c. Work Plan:

Understanding of SANBAG's requirements and overall quality of work plan; logic, clarity and specificity of the work plan, ability to meet the project deadline; reasonableness of proposed schedule.

- d. Cost and Price:

Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of individual task budgets.

- e. References:

Quality of References. References with similar government agencies are preferred, and in particular, references from agencies of similar scope and size.

f. Product Demonstration:

Some or all of the Proposers will provide demonstration of their product using sample SANBAG data to simulate how the system will be implemented. Ultimately, SANBAG will determine which Proposers provide demonstrations using SANBAG data.

2.3.2 Evaluation Procedure

An Evaluation Committee comprised of SANBAG staff, SANBAG consultants, and at least one outside sister agency staff, will evaluate all proposals received using criteria identified in section 2.3.1 above. Top-ranked Proposers will be short-listed and some or all of them may be invited for demonstration/interviews. The interview will consist of a presentation, product demonstration and follow-up questions on the proposal.

The Evaluation Committee will require short-listed Proposers to provide a demonstration of their product using sample SANBAG data to simulate how the system will be implemented. The successful Proposer will demonstrate actual live transactions being processed in the proposed system. SANBAG may require the Proposer selected to participate in negotiations, and to submit price, technical, or other revisions in their proposals as needed to make a decision in the best interest of SANBAG.

2.3.3 Award

SANBAG reserves the right to award its total requirements to one Proposer or to apportion those requirements among several Proposers as it may be in the Agency's best interest. In addition, negotiations may or may not be conducted with Proposers, therefore the proposals submitted should contain Proposer's most favorable terms and conditions, since the selection and award may be made without any discussion.

2.4 Terms and Conditions

2.4.1 Indemnity and Insurance

a. Indemnification

The Proposer shall indemnify, defend and hold harmless SANBAG and its officers, employees and agents from and against any and all claims, suits, actions, damage and costs of every kind and nature which may be brought for or on account of any injuries, death or damages sustained by any person or property due to the negligent acts or omissions of the Proposer, or any of its officers, employees, subcontractors, assignees or representatives in the performance of this Agreement. Proposers agree to indemnify and hold harmless SANBAG, its agents and employees against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances or regulations by the Proposer, its agents, subcontractors, or employees.

This indemnification will obligate the Proposer to defend at its own expense or to provide for such defense, at SANBAG's option, of any such claims or liability arising from or based on the violations of any federal, state, county, city or other applicable laws, bylaws, ordinances or regulations by the Proposer, its agents, subcontractors, or employees, as well as any suits and actions that may be brought against SANBAG which directly results from the operations and activities under this contract whether the installation and maintenance operations be performed by the Proposer, subcontractor, or anyone directly or indirectly employed by either.

b. Workers' Compensation and Employers' Liability Insurance

The Proposer shall maintain during the life of the contract statutory workers' compensation, as well as employer's liability insurance, in an amount not less than \$1,000,000 for each occurrence for all of his employees to be engaged in work on the project under the contract. Proof of insurance must be provided prior to contract execution. Proposer's workers' compensation insurance carrier shall be authorized to transact insurance business in the State of California with a policyholder's rating of A or higher and a Financial Class of VII or larger.

c. Subcontractor's Insurance

In case any work is sublet, the Proposer shall require that the subcontractor similarly provides workers' compensation and employer's liability insurance for himself and any/all the latter's employees to be engaged in such work.

d. Bodily Injury Liability and Property Damage Insurance

The Proposer shall maintain during the life of the contract such bodily injury liability and property damage insurance and automobile bodily injury liability as shall protect the Proposer, SANBAG, and any subcontractor performing work covered by the contract from claims for damages from personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 for injuries or property damage for each person for any one accident. Prior to SANBAG's execution of the Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with SANBAG and shall include SANBAG and its officers, employees and agents, as additional insured.

e. Infringement Indemnity

Proposer shall, at its expense, defend, indemnify, and hold harmless SANBAG from, any claim or action against SANBAG to the extent such claim or action is based on a claim that SANBAG's use of the hardware, software, documentation or associated services or

part thereof under this Agreement, infringes a patent, copyright, or other proprietary right or misappropriates a trade secret, and Proposer shall pay the damages and costs (including attorneys' fees) in respect of such claim; provided that Proposer is promptly given notice in writing of such claim. Proposer shall control the defense in any such action and, at its discretion, may enter into a stipulation of discontinuance and settlement thereof. SANBAG shall, at Proposer's expense, cooperate with Proposer in any such defense and shall make available to Proposer all those persons, documents and things required by Proposer in the defense of any such action. SANBAG may, at its expense, assist in such defense.

In case the hardware, software, documentation or associated services or part thereof in such action is held to constitute an infringement or misappropriation, or the use thereof is enjoined or restricted, Proposer shall, at its own expense and at its option, either procure for SANBAG the right to continue using the hardware, software, documentation, or associated services or modify the hardware, software, documentation or associated services to operate in accordance with or conform to the specifications and to not violate any intellectual property rights.

2.4.2 Nondiscrimination

During Proposer's performance of this Agreement, Proposer shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Proposer agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

2.4.3 Confidentiality of Proposals

Once submitted and negotiations have been completed by SANBAG, all documents contained within a proposal become public record unless specifically noted as proprietary to the extent permitted by law, including, without limitation, the California Public Records Act, Government Code section 6250 et seq. Proprietary information should be clearly identified in each proposal. The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the nonconfidential portion of the Proposal.

SANBAG assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to SANBAG a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by SANBAG in making its determination as to whether or not disclosure is proper under federal, state and local law.

SANBAG will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

2.4.4 Independent Contractor

The Parties hereto, in the performance of this Agreement, will be acting in their individual capacities and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever. Neither Party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other except as defined in this Agreement or as mutually agreed to under the terms of this agreement.

2.4.5 Proposer Relationships/Subcontractors

SANBAG intends to contract only with the Proposer of the best-qualified proposal—to be known as the Contractor(s). The Proposer(s) selected shall be solely responsible to the SANBAG for contractual performance. Subcontracting assignments are allowed under this contract, but information about any subcontracting relationship must be disclosed by the Proposer. In the event of a subcontracting arrangement, the Contractor assumes all responsibility for delivery, installation, maintenance, and support services that are supplied by the subcontractor(s). Proposed contractors are subject to approval by SANBAG, which reserves the right to refuse or reject a subcontractor.

2.4.6 Exceptions to Specifications

Although the specifications stated in the Requirements Document represent SANBAG's anticipated needs, there may be instances in which it is in SANBAG's interest to permit exceptions to specifications and accept alternatives. It is very important that the Proposer make very clear where exceptions are taken to the specifications and how the Proposer will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of the requirements must be clearly identified as such, together with reasons for taking exception, and inserted into the proposal. If the Proposer does not make clear that an exception is being taken, SANBAG will assume the proposal is responding to and will meet the specification as written.

Where the Proposer does not agree with terms and conditions, the proposal must enumerate the specific clause(s), which the Proposer wishes to amend or delete and suggest alternative wording.

2.4.7 Licenses and Permits

Proposer shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Proposer shall maintain these licenses and permits in effect for the duration of this

Agreement. Proposer will notify SANBAG immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of the Agreement.

2.4.8 Compliance with Laws and Regulations

In all cases, the laws of the State of California will apply to the contract between the selected Proposer and SANBAG, and contract performance. Proposer performance of the work must comply with all applicable federal, state, and local laws, ordinances, rules and regulations.

2.4.9 Disputes Relating to Proposal Process and Award

- A. In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal/protest in writing to the Director of Air Quality/Mobility Programs. Proposer may appeal/protest the recommended award or denial of award, provided the following requirements are met:
 - i. Appeal/protest must be in writing.
 - ii. The appeal/protest must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters sent to Proposer.
- B. An appeal/protest of a denial of award can only be brought on the following grounds:
 - i. Failure of SANBAG to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments, or
 - ii. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq., or
 - iii. A violation of State or Federal law.

Appeals/protests will not be accepted for any other reasons than those stated above. SANBAG will consider only those specific issues addressed in the written appeal/protest. In the event of an appeal/protest, the Director of Air Quality/Mobility Programs or a panel designated by the Director of Air Quality/Mobility Programs will handle the appeal/protest. A written response will be sent within ten (10) calendar days of receipt of the appeal/protest, unless more time is required to investigate and prepare the response, advising of the decision with regard to the appeal/protest and the basis for the decision. All appeals/protests must be sent to Ms. Kirkhoff, in writing, at the contact information contained in Section 2.1.3.

2.4.10 Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights under the Agreement, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing

party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Section 2.4.1.a Indemnification.

2.4.11 Venue

The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

2.4.12 Agreement Assignability

Without the prior written consent of SANBAG, the agreement is not assignable by PROPOSER either in whole or in part.

2.4.13 Agreement Amendments

PROPOSER agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

SECTION 3: OVERVIEW OF CURRENT ENVIRONMENT

3.1 Current System

SANBAG's current system consists of

- a. general ledger,
- b. accounts payable,
- c. payroll time entry,
- d. accounts receivable,
- e. budget preparation module,
- f. contact management,
- g. log correspondence, and
- h. Directors' Query Reporting System (DQRS).

SANBAG also uses the current system for time tracking, human resources and allocation of salaries to project budgets.

Payroll and benefits are administered by the County of San Bernardino's EMACS (Peoplesoft) payroll system. SANBAG personnel input payroll information directly into both the RCMS and the EMACS systems. Summary payroll data is then taken from EMACS reports and keyed into the RCMS system.

Although the modules that comprise RCMS have been intended to work as an integrated solution, for various reasons, integration has not been successful throughout the entire suite of modules. In addition, SANBAG uses a series of isolated applications for a variety of different business functions, as well as multiple spreadsheets and a series of manual procedures. A key goal of the project is to avoid re-keying of data into multiple systems and improving data integrity.

The current use of the system does not possess the functionality in the accounting and project management areas, as desired. Many transactions are recorded in spreadsheets or other data base applications, then re-entered manually in the financial system, and kept track of outside of the system, with manual updates. In addition reporting features are limited and for occasional users of the system there are usability issues. An overview of existing system modules/features with screen shots is included in Appendix E.

3.2 Current Environment and Applications

3.2.1 Environment

SANBAG's computing environment consists of a local area network located at the SANBAG offices in City of San Bernardino. SANBAG has standardized on a Windows environment and is running seven servers and 53 workstations. All users have remote access to their Outlook accounts, as well as agency documents (which are maintained by the SANBAG Portal running in Microsoft Office SharePoint Server 2007). Internet connectivity is provided by T1 line bandwidth at 1540 kbps.

3.2.2 Applications

Beyond the core financial system, SANBAG maintains other customized systems developed by the current Contractor, to accommodate other functional needs of SANBAG, as follows:

- a. *Payroll:* A payroll module captures basic employee payroll data. The payroll and benefits are processed by the County of San Bernardino through their EMACS (Peoplesoft) payroll system.
- b. *Contact Management Module:* The Module was developed to maintain contact information for individuals, businesses and government members that are associated with SANBAG. It is used to provide data for individuals and businesses, email distribution, bids, and the Accounts Payable Proposer file. However, the information tracked within the contact information database does not include the level of detail that is necessary for a normal Proposer list.

- c. *Log Correspondence Module*: It is primarily used by administrative staff to log and track incoming and outgoing documents, calls, correspondence through a database application.
- d. *Directors Query Reporting System (DQRS)*: A reporting tool used for accessing information only. Used mainly by management for project-tracking purposes, tracking Proposer payments, as well for keeping track of time and salary data.
- e. *Measure I Allocation System*: Since SANBAG is responsible for the administration of Measure I (local half-cent sales tax collected by the State which is then deposited to and administered by SANBAG), the Measure I allocation tables are a major component of the accounting system. The current Measure I half-cent sales tax ends on March 31, 2010. However, the renewed Measure I 2010-2040 program will begin collecting its tax on April 1, 2010, but with a revised allocation formula. So the revenue allocation will continue but with a new/revised allocation process/procedure and the ability to automatically create the distribution for the Measure I sales tax received each month will be included.
- f. *Grant Tracking and other spreadsheets/databases*: Detailed grant tracking and billing is conducted outside of the current system, in separate spreadsheets and databases, which leads to redundant data entry and difficulties with the tracking/reporting.

SECTION 4: PROPOSER & SYSTEM REQUIREMENTS

4.1 Project Scope and Timeline

This RFP aims at replacing the existing financial system and install a new financial system that can also interface with a project management system. SANBAG seeks proposals from qualified Proposers for procurement and implementation of a new system by January 1st, 2009 (the earliest date is most desirable, this is a target).

4.2 General System Requirements

4.2.1 Supports SANBAG System Standards

The new system should be compliant with SANBAG's existing network infrastructure and computer standards and be able to accommodate future anticipated upgrades. The software should support Microsoft Windows clients either via a client-server architecture or a 3 tier web-based system, as well as have an open architecture to be able to interface with other software packages.

4.2.2 User Friendly

The new system should be easy to use, including flexibility in setup configuration and customization. Different levels of users should be able to retrieve information from the system easily. Double data entries are to be avoided. Users should be able to customize their settings.

4.2.3 Security

The system should meet and exceed industry standards for security and information safeguards. Security should be inherently built into the system to protect data and adhere to best practices in management of fiscal information and transactions.

4.2.4 Flexibility

The system will be central to SANBAG's operations and will need to allow for changes in business needs including future growth. The system should provide interoperability with other systems.

4.2.5 Ease of Implementing Software Updates

The successful Proposer will provide timely software updates, excellent documentation, and ease of applying patches and bug fixes. Testing service packs should not be a major

undertaking. Proposer must commit to a minimum time period after which they will certify their product to work with newly-released Microsoft Operating System patches or fixes.

4.2.6 Proposer Support and Responsiveness

The software Proposer should be responsive and proactive to SANBAG's needs in a timely manner, including, but not limited to:

- a. The Proposer will provide quality training and support options as well as quick response time to problems.
- b. The Proposer will provide ongoing support and maintenance, to their existing package.
- c. The Proposer will provide system documentation that is available in written form or on line, as well as be tailored towards the SANBAG-implemented system and be updated as the system is updated.
- d. Proposer will describe any available support or user groups for the system.

4.3 Functional Requirements

4.3.1 General Functional Requirements

SANBAG intends to purchase an integrated ERP system that encompasses the following specific functional areas:

Required Functionality

- a. General Ledger
- b. Budgeting
- c. Purchase Order
- d. Asset Management
- e. Contract Management
- f. Accounts Payable
- g. Cash Management/Bank Reconciliation
- h. Accounts Receivable/Miscellaneous Billing
- i. Payroll and Timekeeping
- j. Project Accounting
- k. Report Writer

Considered Functionality

- a. Project Management, including forecasting costs, multiyear budgeting, schedules and project scoping.
- b. Document Management, including Board approvals and various internal approval processes.
- c. Human Resources
- d. Contact Management, including detailed information on individuals as well as agencies/companies.
- e. Grants Management

The modules defined above encompass the core focus of the project and will be implemented using a phased approach as recommended by the selected Proposer and approved by SANBAG. The considered modules represent areas that SANBAG may consider if significant process improvements could be realized. SANBAG intends to adopt most of the best practices offered by the selected Proposer, but would like the option to tailor the system as necessary to meet internal requirements. Proposers who are invited to demonstrate their product should be prepared to discuss the application's best practices and the system's ability to adapt to user preferences including demonstrating the product with sample scenarios provided by SANBAG.

SANBAG believes that completely integrated packaged solutions may exist that can meet its core business requirements for this system. The intent of this strategy is to minimize Proposer costs, expedite implementation, and ensure that SANBAG will be able to remain on the application upgrade path offered by the Proposer.

The business objectives for this project include the following:

1. Integrate information from and across multiple SANBAG vectors, including funds, departmental, grants, projects and accounts
2. Strengthen operational effectiveness and efficiencies.
3. Expedite internal approvals (of purchase orders, invoices, account numbers, etc.).
4. Provide an audit trail.
5. Obtain periodic financial information in a timely manner.

SANBAG will choose an enterprise wide system that most closely meets the requirements as defined within this RFP, and that provides an open system architecture that permits interfacing to external best-of-breed systems.

The new system should meet the following functional requirements specific to the needs of SANBAG.

a. Project Tracking and Project Accounting Functionality

SANBAG business is project driven and projects are often multi-year and multi-funded in nature. SANBAG needs to be able to track projects, programs, tasks (as defined by the current Budget process) and grant/revenue sources over a multiple year period.

b. Detailed Tracking Ability

Management needs to analyze and review revenues and expenses at many different levels. Users should be able to drill down without exiting/entering different application in the system, it should be integrated.

c. Tracking and Data Updates

Transactions should flow through the system and be updated in “real time” throughout the various modules of the system. Reports should reflect transactional data as they are entered, as well as a simplified manner to reverse entries.

d. Tracking contract information

The new system should be able to track detailed, multi-year and multi-funded contract information, such as projects, tasks, amendments, 3rd party payments, funding source, etc.

e. Tracking different sources of funding/Grants Management

The system should be able to track the different funding sources in detail and allow for multi-source funding for a project, program, task or single sub-task (as defined by the current SANBAG Budget) and over a multiple year period.

f. Flexible Report Capabilities

System should allow query of information and creation of ad-hoc reports including drill-down capabilities.

g. Measure I Allocation capabilities

Since SANBAG is responsible for the administration of Measure I (local half-cent sales tax, collected by the State and deposited to and administered by SANBAG), the Measure I allocation tables are a major component of the existing accounting system. The renewed Measure I sales tax program will be introduced on April 1, 2010 for a 30-year period, and will have a different set of allocation methodology than the current Measure (which ends on March 31, 2010). The ability to automatically create the distribution for the Measure I sales tax received each month is required.

h. Support Cash and Accrual accounting

Most of SANBAG’s local, state and federal grants are cost reimbursable at varying percentages. Project reports are therefore required that exclude accruals.

i. Support Accounting for Progress Payments

Progress billings are calculated on incurred-to-date (ITD) expenditures less previous billed ITD expenditures. Due to possible late postings, it is necessary to

base previous billed ITD expenditures on posting (as opposed to business or effective) date.

4.3.2 Detailed Functional Requirements - see the table in Appendix A.

4.4 Proposer Requirements

4.4.1 Minimum Proposer Requirements

All Proposers must:

- a. Have a minimum of five years of experience providing financial software and implementation services.
- b. Have the administrative and fiscal capability to provide and manage the proposed services.
- c. Include a one-year minimum warranty period for all software.
- d. Be in good standing with the State Attorney Generals' office and have no delinquent taxes

4.4.2 Litigation Disclosure

Prior to the award of the contract, SANBAG reserves the option to request that the top highest ranked Proposers disclose any instance in which the Proposer has been involved in litigation in the past five years in regards to the software and services provided by the Proposer. If the Proposer is representing a third party that will provide software or services for this project, the Proposer must also disclose any instances in which the third party has been involved in litigation in regards to the software and services provided by the third party.

SECTION 5: IMPLEMENTATION REQUIREMENTS

5.1 Project Management

SANBAG is looking for a full service provider that can offer a turnkey solution. The implementation process will need to include project controls and processes that will ensure a smooth roll-out. Proposers are required to provide information on their project planning and implementation approach including a project plan with timeline and labor hours. Proposals should clearly outline the Proposers methodology and address among other the following items.

- a. Project Planning Process/Methodology
- b. Project Risk Management/Mitigation
- c. Required Protocols/Standards
- d. Product Certifications
- e. Testing and Acceptance Procedures
- f. Training
- g. Documentation
- h. Implementation Support

5.2 Proposer Operating Procedures

Responses should include a description of the Proposer procedures for doing business including project management and technical support. Examples include:

- a. What is your proposed plan for managing the SANBAG account? Describe the roles and organization of a dedicated account support team, including a corporate support team. Proposer must list sales and support team members.
- b. Describe your company's technical support system, response and problem resolution procedures.
- c. Describe your company's distribution strategy.
- d. What characteristics set your company apart? Describe unique examples of product, service or added value.
- e. Describe what new technology and additional products or services your company plans to utilize in the near future that would be advantageous to SANBAG.

APPENDICES

Appendix A. System Requirements Form

Section	No.	Process	Proposer Response	Additional Proposer Comments
General	1			
	1.1	System allows query of information and creation of ad-hoc reports		
	1.2	System tracks detailed, multi-year contract information, such as projects, tasks, amendments, 3rd party payments, etc.		
	1.3	System imports/exports data from Excel, Access and other database formats		
	1.4	System should track projects, programs, tasks and grant/revenue sources in multiple years.		
	1.5	Measure I allocation capabilities		
	1.6	System supports cash and accrual accounting		
	1.7	System supports accounting for progress payments		
General Ledger	2			
	2.1	System has the ability to "drill down" into an account balance to reveal the sources and posting dates of all transactions that make up the balance.		
	2.2	The general ledger is "real-time" (transactions posted as they happen) and can address financing/treasury tracking/functionality		
Reporter Writer	3			
	3.1.	System has drill-down/roll-up capabilities		
Grants	4			
	4.1	The system tracks different funding sources in detail and allows for multi-source funding for a single sub-task, and tracks what is programmed versus what is budgeted		
	4.2	System complies with the specific formatting requirements from Caltrans: http://www.caltrans.ca.gov/hq/LocalPrograms/lam/prog_p/p05accin.pdf (pages 5-26 through 5-40)		
	4.3	Progress billings are calculated on incurred-to-date (ITD) expenditures less previous billed ITD expenditures. Due to possible late postings, it is necessary to base previous billed ITD expenditures on posting (as opposed to business or effective) date.		
Accounts Payable	5			
	5.1	System provides budgetary control on current year's budget, project budget and grant budget.		
	5.2	System provides for 3 rd party checks against a contract		
Assets	6			
	6.1	System should track inventoriable versus reporting assets		
HR	7			
	7.1	System allows hours to be logged at SANBAG, than transferred to the EMAC system of the County (Peoplesoft) and then sent back to SANBAG (Accounting/HR)		

Appendix B. Client Reference List

Item	Project Details
Name of Project:	
Client:	
Contact:	
Key Project Skills and Expertise	

Item	Project Details
Name of Project:	
Client:	
Contact:	
Key Project Skills and Expertise:	

Item	Project Details
Name of Project:	
Client:	
Contact:	
Key Project Skills and Expertise:	

This table is displayed as an example for formatting purposes. Proposer will include all required information which is contained in Section 2.2.3.f.

Appendix C. Proposer Disclosure Form

I. Company
1. Legal Company Name, Address.
2. Sales Person, Branch or Office serving SANBAG, Address, Telephone Number, Facsimile number, and E-mail address.
3. Software Support Office serving SANBAG, Address, Telephone Number, Facsimile number, and E-mail address.
4. Contact name for questions about your proposal, Address, Telephone Number, Facsimile number, and E-mail address.
5. What is the ownership structure of the software business unit(s) (independent business; division; subsidiary of a larger corporation, public or private)?
6. How many people are employed by each unit/company?
7. Please attach a copy of your latest annual financial report.
II: Software
1. What are the total annual revenues for the software division that supports the proposed software?

2. How long has your company provided software services to government?
3. How long have the proposed applications (current versions) been installed?
4. How many active local governmental installations do you currently support?
5. How many active installations do you currently support on the specific version that is being proposed?
6. What is your normal and anticipated release of enhancements and upgrades?
7. When was your last release of software enhancements and upgrades?
8. When is the next upgrade scheduled for general release?
9. Please describe your involvement with user groups for the application proposed
10. Is there a process for user input into software upgrades?

Appendix D. Price Proposal Forms

(Forms Also Available in Excel)

SANBAG ERP System RFP
Software/Equipment Line Item
Budget Form
Attachment D1

Line #	Qty	Description, Type and/or Module/Features (1)	Model/ SKU #	Unit Price	Total Eqpt. Purchase Price	Delivery Costs	Annual Basic Maint. Costs (2)	Total Costs (Yr.1) (3)	3 Year Maint. Cost (4)
1									
2									
3									
4									
5									
6									
7									
8									

Totals (5)

Notes:

- (1) Direct costs includes all hardware, software and material costs broken out by item.
- (2) Annual basic maintenance costs includes costs for standard maintenance agreement as part of a support plan.
- (3) Total year one costs equals total equipment purchase price + delivery + annual maintenance cost.
- (4) Contractor estimate for 3 year standard maintenance.
- (5) Contractor estimate for 3 year standard maintenance. Use extra lines as needed.

SANBAG ERP System RFP
Labor/Installation/Professional
Services Budget Form
Attachment D2

Line #	Staff Position/Activity (1)	Hours	Hourly Rate (2)	Total Amount
1				
2				
3				
4				
5				
6				
7				
8				

Totals (3)

Notes:

- (1) Items should be broken out by staff position and milestone activity (e.g. Project Manager, Deliverable 1 - Planning).
- (2) Rate should be all inclusive including direct labor, overhead, fringe benefits and fee/profit.
- (3) Installation services should include all labor including data migration and setup services.

**SANBAG ERP System RFP
Project Cost Proposal Summary
Attachment D3**

<u>Deliverable/Component/Module</u>	<u>Direct Equipment Costs (1)</u>	<u>3 Year Maintenance Costs (2)</u>	<u>Labor/Installation/ Professional Services (3)</u>	<u>Other Costs (4)</u>	<u>Total (5)</u>
Item 1					
Item 2					
Item 3					
Item 4					
Item 5					
Total Contract Cost					

Notes:

- (1) Direct equipment costs includes all hardware, software and material cost. Amounts should tie to detail line item budget worksheet.
- (2) Standard maintenance costs for maintenance contract. Amounts should tie to detail line item budget worksheet attachment (5a).
- (3) Standard maintenance contract/support plan cost only.
- (4) Any other direct costs not included in attachments 5(a), 5(b) and 5 (c). Other costs should be itemized.
- (5) Total costs equal total equipment cost + 3 year maintenance +labor/installation/professional services costs + other.

Appendix E. Current Financial System Overview

The following is a brief summary of the existing financial system modules, the users and purpose of each module.

Lookup Tables

Users: Senior finance department staff.

Purpose: Used during the setup of the existing system. It is used to setup the various fields and field descriptions used within the program. This module is not used frequently at this time; although it is available should tables need to be updated for any reason.

Security

Users: Senior finance department staff.

Purpose: To setup up module access levels for all system users.

Utilities

Users: The Finance department.

Purpose: Used to update/synchronize files in the other modules. Not all the modules have or require utilities. This module must be used with care.

Contact Management Module

Users: Key Administrative staff and Finance staff as back up.

Purpose: To keep important background, relationship, & mailing list information on an unlimited number of individuals and organizations.

Infodex Module

Users: All SANBAG and Fluor staff.

Purpose: Provides the same information as in Contact Management, but with viewing access only. All changes and additions must be done in Contact Management.

Log Correspondence Module

Users: All SANBAG and Fluor staff – primarily support Staff.

Purpose: Allows staff to record, retrieve, review and report the location and status of important documents within the organization.

Bank Reconciliation Module

Users: Senior Finance Staff.

Purpose: Used to reconcile account 1102, the primary disbursement account.

Budget Preparation Module

Users: All SANBAG staff.

Purpose: authorized personnel have on-line access to budget status and history information. Users plan, analyze, compare and budget by allotted time, project, individual's position, person's name, G/L accounts, etc. The module allows SANBAG to generate new budgets and enter budget amendments. The system enables all staff to have appropriate access to the budgeting process at any point in time -- without having direct access to the *accounting system*.

Cost Allocation Module

Users: Senior Finance staff.

Purpose: Describes to the computer the approved cost allocation plan and allows for allocation set up within individual grants and programs -- or throughout the whole agency. Based on the allocation requirements and parameters which are entered, the system automatically distributes those costs without any manual intervention. Overhead costs can be allocated -- based on a fixed rate; a fixed rate with a carry forward; and a provisional rate with adjustments to actual for any time period (e.g., annually, semi-annually, quarterly, monthly).

Staff Time Reporting Module

Users: All full-time and part-time SANBAG employees.

Purpose: This module allows each employee to enter their hours worked and charged these hours to specific projects (tasks). This module interfaces with the payroll management module in order to create the payroll journal entries. It also interfaces with project cost management module so that the information can be included in project cost reporting.

Payroll Module

Users: The Finance department.

Purpose: Although the module reportedly has a lot of different payroll features, it is used to gather the data from the timesheet reporting module and post to the General Ledger. This module also has some reports available which are used by the payroll clerk.

Measure I Module

Users: Finance Department Staff.

Purpose: This module is used to automatically create the distribution for the Measure I sales tax received each month. AP and AR batches that can then be edited and posted are automatically created.

Project Cost Module

Users: The Finance department.

Purpose: This module contains all project budget, actual expenses and grant (or other) available funding information. It is the repository for all detail and summary data related to the operations of the agency by recording all detail expense transactions and providing a vehicle for quick set-up, maintenance and reporting of projects, grants and programs.

Purchase Order Module

Users: The Finance department.

Purpose: This module allows for entry, modification, distribution, posting, vouchering, printing and review of purchase orders. It allows for on-screen query and status reporting of all P.O.s, contracts and subcontracts. As purchase orders are processed, the information flows to the Project Cost Management System; the corresponding increase in committed funds is reflected on status queries and reports. The incurred amount is updated as purchase orders are vouchered.

Revenue Recognition Module

Users: The Finance department.

Purpose: The Revenue Recognition System enables the user to enter and maintain descriptions about how all work efforts are to be funded whether grant, tax or enterprise related.

General Ledger Module

Users: The Finance department.

Purpose: This module provides for balance sheet and income statement reporting. It handles basic and recurring transactions as well as journal transfers from other modules.

Accounts Payable Module

Users: The Finance department.

Purpose: This module provides for the management of information about Proposers and transactions in addition to basic accounts payable capabilities. The module can distribute costs to projects during the voucher process. Payments can be manual or automatic. It automatically accepts input from the Contract/Purchase Order Management. The module integrates with the project cost management system and general ledger.

Accounts Receivable Module

Users: The Finance department.

Purpose: This module is a repository for all transactions involving sales, cash receipts or funding sources. It maintains detailed information and history on receivable transactions and customers. The module can distribute costs to projects and interfaces with the project cost system and general ledger.

Director's Query and Reporting

Users: All SANBAG and Fluor staff.

Purpose: A query and print tool to extract information from the various modules for management purposes. Information available for viewing includes financial, budget, funding and administrative and can only be queried and printed. The data is available at various levels such as project, grant, manager levels, but it cannot be changed or corrupted using this module.

Fixed Assets Module **Users:** This module is currently not used by SANBAG.

Purpose: This module is designed to track and manage any size inventory of fixed assets. Items can be tracked within the system even though they belong to a funding source. Depreciation can be calculated and posted to the general ledger. The Fixed Assets Management System interfaces with the general ledger and project cost.

Progress Management Module This module is currently not used by SANBAG.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: February 13, 2008

Subject: San Bernardino Santa Fe Depot Property Management

Recommendation:* Amendment No. 1 to extend **Sole Source** Contract 07-003 with CityCom Real Estate Services, Inc. for the San Bernardino Santa Fe Depot property and facility management increasing the compensation by \$46,272.00 for a new total contract authority of \$134,400.00 as identified in the Financial Impact Section.

Background: In June 2006, the Board approved the **sole source** Contract 07-003 with CityCom Real Estate Services, Inc. The initial term of the contract is two years, ending June 30, 2008. The contract contains two one-year extensions, each with a 4% inflation adjustment applied to the monthly management fee.

Staff is recommending approval of the contract amendment (see attached contract amendment) authorizing the first one-year extension with the term ending June 30, 2009, and with a monthly management fee increase of 3%.

CityCom has successfully provided construction management for recent office improvements on the second floor and for the coffee shop and snack bar tenant. They will be assisting in determining that the station host program is operating properly. They will continue to market the remaining available depot space and oversee facility management issues.

A portion of the management fee is paid by the occupying tenants of the building, including SANBAG, with the remaining portion equally split between SANBAG

Approved
Administrative Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

and the City of San Bernardino. As more of the Depot space is occupied, the portion of the fee split by SANBAG and the City will be reduced. In addition, CityCom will continue the current leasing commission for new tenants in the amount of 6% of the first and second year lease income; 5% of the third and fourth year lease income; 4% of the fifth year lease income; and 2% of the lease income for the remainder of the lease term.

Financial Impact: This item is consistent with the adopted budget. This contract amendment will increase the monthly compensation for property management to \$3,856.00. The contract authority will be increased by \$46,272.00 for a new total of \$134,400.00. The additional funding necessary for this contract extension will be included in next year's budget under Tasks ISF09 – Indirect and 80509000 – Building Operations. In addition, a portion of the management fee will be paid by the Southern California Regional Rail Authority and the City of San Bernardino.

Reviewed By: This item will be reviewed by the Administrative Committee on February 13, 2008. Staff has discussed the contract extension with the City of San Bernardino staff and they are in agreement. The contract amendment has been reviewed and approved as to form by SANBAG legal counsel.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs
Chip Conway, Chief Financial Officer

SANBAG Contract No. 07-003-1

by and between

San Bernardino Associated Governments

and

CityCom Real Estate Services, Inc.

for

Property Management at the San Bernardino Santa Fe Depot

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>88,128.00</u>	Previous Amendments Total: \$ _____		Previous Amendments Contingency Total: \$ _____	
Contingency Amount: \$ _____	Current Amendment: \$ <u>46,272.00</u>		Current Amendment Contingency: \$ _____	
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →			\$ <u>134,400.00</u>	
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
ISF09	5553	Indirect Alloc. 2009	_____	\$ <u>29,799.14</u>
80509000	5553	Rail Asset	_____	\$ <u>6,764.73</u>
_____	_____	SCRRRA	_____	\$ <u>2,943.40</u>
_____	_____	City of San Bernardino	_____	\$ <u>6,764.73</u>
Original Board Approved Contract Date: <u>6/7/06</u>		Contract Start: <u>7/1/06</u>		Contract End: <u>6/30/08</u>
New Amend. Approval (Board) Date: <u>3/5/08</u>		Amend. Start: <u>7/1/08</u>		Amend. End: <u>6/30/09</u>
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>2008/09</u> \$ <u>46,272.00</u>	Future Fiscal Year(s) – Unbudgeted Obligation →		\$ _____
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? _____				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input checked="" type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____%				
Task Manager: <u>Chip Conway</u>		Contract Manager: <u>Michael Blair</u>		
Task Manager Signature _____		Contract Manager Signature _____		
Date <u>2/8/08</u>		Date <u>2-7-08</u>		
Chief Financial Officer Signature _____		Date _____		

Filename: C070031-mab

Amendment No. 1 to Agreement 07-003

San Bernardino Santa Fe Depot Property Management Agreement between San Bernardino Associated Governments and CityCom Real Estate Services, Inc.

This Amendment No 1 to Agreement 07-003 is made and entered into as of this 5th day of March, 2008, by and between the San Bernardino Associated Governments ("SANBAG") and CityCom Real Estate Services, Inc. ("Manager").

WHEREAS, SANBAG and the City of San Bernardino ("CITY") jointly own certain real property in the City of San Bernardino, California, located at 1170 West Third Street, which property is known as the San Bernardino Santa Fe Depot ("the Depot").

WHEREAS, SANBAG has the exclusive right to enter into, amend or terminate all property management agreements at the depot, pursuant to SANBAG Cooperative Agreement 04-040 with the CITY; and

WHEREAS, the SANBAG Board approved Agreement 07-003 with MANAGER on June 7, 2006 for property management services for a two-year period, ending June 30, 2008; and

WHEREAS, Agreement 07-003 reserves the right for SANBAG, at its option and upon 30 days prior written notice, to renew the Agreement for two (2) one-year extensions.

WHEREAS, SANBAG desires to exercise its option to renew the Agreement for one year.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, SANBAG and MANAGER do hereby agree as follows:

1. Section 2 is replaced with the following:

2. Management Term.

This Amendment shall commence as of July 1, 2008, and shall continue until June 30, 2009. SANBAG reserves the right, at its option and upon 30 days prior written notice, to renew this Agreement for one additional one-year extension.

2. Section 4(a) is replaced with the following:

4. Fees.

(a.) Property Management Fee – SANBAG shall pay MANAGER as compensation for the services rendered by MANAGER under this Agreement, including labor, materials, expenses and other reimbursable costs that are required and incurred by MANAGER in performing services under this Agreement, the sum of \$3,856.00 per month. Should SANBAG exercise the remaining extension option, the Parties shall mutually agree to the inflation factor to be applied.

3. All other terms and conditions of Agreement 07-003 shall remain in full force and effect.

IN WITNESSTH WHEREOF, the Parties hereto have affixed their signatures the day and year first above written.

“SANBAG”

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

“MANAGER”

**CITYCOM REAL ESTATE
SERVICES, INC.**

By _____
Lawrence E. Dale
President

By _____
Michael R. Fortunato
President

Dated: _____

Dated: _____

Approved as to legal form:

Jean-Rene Basle
SANBAG Counsel

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 7

Date: February 13, 2008

Subject: House Resolution (H.R.) 5102 – Container Fee Legislation

Recommendation: Receive report and provide feedback.

Background: HR 5102 was introduced by Congressman Calvert on January 23, 2008. This bill is also known as *Our Nation's Trade, Infrastructure, Mobility, and Efficiency Act of 2007*. HR 5102 proposes to expedite the movement of goods in trade corridors and provide transportation funding to local communities impacted by trade. This proposed legislation is in the first stage of the legislative process where the bill is considered in committee and may undergo significant changes in markup sessions. The bill has been referred to the following committees: House Transportation and Infrastructure, House Ways and Means, House Foreign Affairs. Congressman Calvert is soliciting feedback and input on this issue while it is undergoing committee review.

HR 5102 would create a freight fee based on goods value and dedicate funds from a port to local National Trade Gateway Corridors. The corridors, which would include routes up to 300 miles from points of entry, would be defined by the U.S. Department of Transportation in consultation with the U.S. Department of Commerce. The legislative intent of HR 5102 is to target areas around more than 300 points of entry across the United States, including ports, airports and border crossings.

Approved
Administrative Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

The purpose of HR 5102 is to direct the Secretary of Transportation to establish and collect a fee based on the fair market value of goods imported into the United States and goods exported from the United States in commerce and to use amounts collected from the fee to make grants to carry out certain transportation projects in the transportation trade corridors for which the fee is collected. Funds generated by the fees would be targeted at projects designed to relieve transportation choke points and bottlenecks, and be distributed on an 80/20 matching basis. Projects potentially eligible to receive funding may include grade separations, publicly owned intermodal freight transfer facilities, freeway expansions and dedicated truck lanes located within a National Trade Gateway Corridor.

HR 5102 aims to accomplish three objectives:

1. Address major transportation investment needs in national trade gateway corridors
2. Reduce freight congestion along current and future trade corridors and provide congestion mitigation along surface transportation routes that are or will be congested as a result of current or future growth in international trade
3. Develop corridors that will increase freight transportation system reliability and enhance the quality of life for United States citizens

Funding

Currently, the bill language outlines its intent for import fees, export fees and an account in which these fees would be deposited. This account would be called the National Trade Gateway Corridor Fund. Amounts in the account would be available to the Secretary of Transportation (hereinafter referred to as "Secretary") for making expenditures before October 1, 2018.

After the administrative expenses are appropriated from the account the Secretary would apportion remaining amounts for a fiscal year to carry out this Act to state departments of transportation in the form of grants to carry out eligible projects in the transportation trade corridors. If a transportation trade corridor is within the boundaries of more than one State, the Secretary shall apportion funds evenly between state jurisdictions. Appropriation of these funds would remain available for obligation for a period of 6 years after the last day of the fiscal year for which the funds are authorized to be appropriated. Any amounts apportioned that

remain unobligated at the end of that period shall be allocated to other states for the purpose of funding eligible projects located in transportation trade corridors at the discretion of the Secretary.

Project Selection and Eligibility

No later than 180 days after the date of enactment of this Act, the Secretary shall issue project selection guidelines for a State department of transportation to follow in selecting eligible projects for which grants may be made. The minimal requirements include the State department of transportation:

- Consult with local governments, port authorities, regional planning organizations, public and private freight shippers, and providers of freight transportation services during the project selection process;
- Adhere to applicable metropolitan and statewide planning processes, including sections 134 and 135 of title 23, United States Code, in selecting projects for which grants may be made under this Act;
- Develop and implement a selection process that is in writing and available to the public;
- Develop and implement a process for rating proposed projects for which grants may be made under this Act in accordance with the purposes of this Act;
- Clearly identify the basis for rating projects under the ratings process the State department of transportation

The Secretary of Transportation, in consultation with the Secretary of Commerce, will establish a transportation trade corridor for each Customs port of entry, for which fees were collected in the preceding fiscal year, and the boundaries of the transportation trade corridor for such port of entry. Criteria for establishing a transportation trade corridor include: areas in more than one State if the States are contiguous; may not extend more than 300 miles from the Customs port of entry for which it is established; and may only include areas that are used for motor vehicle and cargo movements related to international trade.

Prior to adopting an official SANBAG Board position on HR 5102, SANBAG staff recommends working with the Congressman Calvert to include language to specify funding guidelines for freight-related projects within San Bernardino County.

Administrative Committee
February 13, 2008
Page 4

Financial Impact: Review of this item is consistent with the approved Fiscal Year 2007-2008 Budget.

Reviewed By: This item is scheduled for review by the Administrative Committee on February 13, 2008.

Responsible Staff: Jennifer Franco, Director of Intergovernmental and Legislative Affairs

Attachment

110th CONGRESS 2d Session H. R. 5102

To direct the Secretary of Transportation to establish and collect a fee based on the fair market value of articles imported into the United States and articles exported from the United States in commerce and to use amounts collected from the fee to make grants to carry out certain transportation projects in the transportation trade corridors for which the fee is collected, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES January 23, 2008

Mr. CALVERT (for himself and Mr. JACKSON of Illinois) introduced the following bill; which was referred to the Committee on Transportation and Infrastructure, and in addition to the Committees on Ways and Means and Foreign Affairs, for a period to be subsequently determined by the Speaker, in each case for consideration of such provisions as fall within the jurisdiction of the committee concerned

A BILL

To direct the Secretary of Transportation to establish and collect a fee based on the fair market value of articles imported into the United States and articles exported from the United States in commerce and to use amounts collected from the fee to make grants to carry out certain transportation projects in the transportation trade corridors for which the fee is collected, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the 'Our Nation's Trade, Infrastructure, Mobility, and Efficiency Act of 2007' or the 'ON TIME Act of 2007'.

SEC. 2. FINDINGS AND PURPOSES.

(a) Findings- Congress finds the following:

(1) The growth in international trade, particularly containerized trade, is placing pressure on the nation's transportation network and influences traffic congestion in the areas surrounding the major United States-international gateways.

(2) From 2000 to 2005, the value of international trade rose from approximately \$2,000,000,000,000 to \$2,600,000,000,000, while the number of containerized

trade shipments rose over the same period from approximately 59,000,000 20-foot equivalent units to 81,000,000 20-foot equivalent units.

(3) Existing trade agreements, in addition to potential future agreements, foreshadow an even greater increase in international trade and further increases of freight shipments congestion.

(4) In addition to being a member of the World Trade Organization, the United States has agreed to 11 free trade agreements and is in various stages of negotiation with 4 different countries and multi-lateral organizations with regards to other potential free trade agreements.

(5) Traffic congestion continues to worsen in United States cities of all sizes, causing Americans to waste 4,200,000,000 hours in traffic and to purchase an extra 2,900,000,000 gallons of fuel for a congestion cost of \$78,000,000,000 per year.

(6) More than 200 freight bottlenecks are costing the goods movement industry \$8,000,000,000 in economic losses annually and 243,000,000 hours of delay and lost productivity each year.

(7) To simply maintain the current conditions and traffic levels of service of our transportation system, all levels of government must have invested \$235,000,000,000 in 2006 and must invest \$304,000,000,000 in 2015 and \$472,000,000,000 in 2030.

(8) To improve the current conditions and traffic levels of service of our transportation system to a level that benefits the Nation's economic productivity, all levels of government must have invested \$288,000,000,000 in 2006 and must invest \$368,000,000,000 in 2015 and \$561,000,000,000 in 2030.

(b) Purposes- The purposes of this Act are to--

- (1) address major transportation investment needs in national trade gateway corridors;
- (2) reduce freight congestion along current and future trade corridors and provide congestion mitigation along surface transportation routes that are or will be congested as a result of current or future growth in international trade; and
- (3) develop corridors that will increase freight transportation system reliability and enhance the quality of life for United States citizens.

SEC. 3. ESTABLISHMENT AND COLLECTION OF NATIONAL TRADE GATEWAY CORRIDOR FEE.

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(a) Import Fee-

(1) ESTABLISHMENT- Not later than 180 days after the date of enactment of this Act, the Secretary of Transportation shall issue regulations that establish a national trade gateway corridor fee on each article that is imported into the United States in commerce.

(2) AMOUNT-

(A) IN GENERAL- The amount of the fee on each article that is imported into the United States in commerce shall be equal to .075 percent of the value of the article that is subject to the fee or \$500, whichever is less.

(B) VALUE DEFINED- For purposes of subparagraph (A), the term 'value' has the meaning given the term in section 402 of the Tariff Act of 1930 (19 U.S.C. 1401a).

(3) COLLECTION- The Secretary of Transportation, in consultation with the Secretary of Homeland Security, shall assess and collect the fee for carrying out eligible projects in the transportation trade corridors for the Customs port of unloading of the article that is imported into the United States in commerce.

(4) DEPOSIT- Amounts received by the United States in the form of the fee shall be deposited in the account established by subsection (c).

(5) TERMINATION OF FEE- The fee established under this subsection shall not apply after the expiration of fiscal year 2017.

(b) Export Fee-

(1) ESTABLISHMENT- The Secretary of Transportation, in consultation with the Secretary of Homeland Security and the Secretary of Commerce, shall issue regulations that establish a national trade gateway corridor fee on each article that exported from the United States in commerce.

(2) AMOUNT-

(A) IN GENERAL- The amount of the fee on each article that is exported from the United States in commerce shall be equal to .075 percent of the value of the article that is subject to the fee or \$500, whichever is less.

(B) VALUE DEFINED- For purposes of subparagraph (A), the term 'value' has the meaning given the term in section 30.7(q) of title 15, Code of Federal Regulations.

(3) **COLLECTION-** The Secretary of Transportation, in consultation with the Secretary of Homeland Security and the Secretary of Commerce, shall assess and collect the fee for carrying out eligible projects in the transportation trade corridors for the Customs port of loading of the article that is exported from the United States in commerce.

(4) **DEPOSIT-** Amounts received by the United States in the form of the fee shall be deposited in the account established by subsection (c).

(5) **TERMINATION OF FEE-** The fee established under this subsection shall not apply after the expiration of fiscal year 2017.

(c) Account-

(1) **ESTABLISHMENT-** There is established in the Treasury a separate account for the deposit of fees under this section, which shall be known as the 'National Trade Gateway Corridor Fund'.

(2) **CONTENTS-** The account shall consist of amounts deposited into the account under subsections (a) and (b).

(3) **USE-** Amounts in the account shall be available to the Secretary of Transportation, as provided in appropriations Acts enacted after the date of the enactment of this Act, for making expenditures before October 1, 2018, to meet the obligations of the United States to carry out this Act.

SEC. 4. APPORTIONMENT OF FUNDS.

(a) **Administrative Expenses-** The Secretary of Transportation shall set aside 2 percent of the amount authorized to be appropriated, from the National Trade Gateway Corridor Fund established by section 3(c), to carry out this Act for each fiscal year to pay the cost of collecting fees on imports and exports under section 3.

(b) Apportionment-

(1) **IN GENERAL-** After the set-aside under subsection (a), the Secretary shall apportion amounts remaining available of the amount authorized to be appropriated, from the National Trade Gateway Corridor Fund established by section 3, for a fiscal year to carry out this Act to State departments of transportation in the form of grants for carrying out eligible projects in the transportation trade corridors for the Customs ports of entry with respect to which fees were collected under section 3 in the preceding fiscal year in the ratio that--

(A) the amount the fees collected for each Customs port of entry under section 3 during the preceding fiscal year; bears to

(B) the aggregate amount of fees collected for all Customs ports of entry under section 3 during the preceding fiscal year.

(2) **CORRIDOR TO MORE THAN ONE STATE-** If a transportation trade corridor is within the boundaries of more than one State, the Secretary shall apportion the funds apportioned under paragraph (1) for carrying out eligible projects in such corridor among such States as follows:

(A) 50 percent of the apportionment in the ratio that--

(i) the total lane miles of Federal-aid highways in the transportation trade corridor in each of such States; bears to

(ii) the total lane miles of Federal-aid highways in the transportation trade corridor in all of such States.

(B) 50 percent of the apportionments in the ratio that--

(i) the total vehicle miles traveled on lanes on Federal-aid highways in the transportation trade corridor in each of such States; bears to

(ii) the total vehicle miles traveled on lanes on Federal-aid highways in the transportation trade corridor in all of such States.

(3) **PERIOD OF AVAILABILITY-** Amounts granted to a State department of transportation for carrying out an eligible project in a transportation trade corridor from amounts apportioned under this subsection shall remain available for obligation for a period of 6 years after the last day of the fiscal year for which the funds are authorized to be appropriated. Any amounts so apportioned that remain unobligated at the end of that period shall be allocated to other States for the purpose of funding eligible projects located in transportation trade corridors at the discretion of the Secretary.

SEC. 5. PROJECT SELECTION AND ELIGIBILITY.

(a) **Selection Process Guidelines-** Not later than 180 days after the date of enactment of this Act, the Secretary of Transportation shall issue project selection guidelines for a State department of transportation to follow in selecting eligible projects for which grants may be made under this Act.

(b) **Minimum Requirements-** The selection guidelines issued by the Secretary under this section shall include a requirement that a State department of transportation--

- (1) consult with local governments, port authorities, regional planning organizations, public and private freight shippers, and providers of freight transportation services during the project selection process;
- (2) adhere to applicable metropolitan and statewide planning processes, including sections 134 and 135 of title 23, United States Code, in selecting projects for which grants may be made under this Act;
- (3) develop and implement a selection process that is in writing and available to the public;
- (4) develop and implement a process for rating proposed projects for which grants may be made under this Act in accordance with the purposes of this Act; and
- (5) clearly identify the basis for rating projects under the ratings process the State department of transportation developed under paragraph (4).

SEC. 6. GRANT PROGRAM.

- (a) In General- The Secretary of Transportation may make a grant under this Act to a State department of transportation having jurisdiction over an area located in a transportation trade corridor.
- (b) Secretarial Approval- A grant may only be made under this Act for an eligible project.
- (c) Construction Standards- A project to be carried out with assistance under this Act that is for a highway that is on a Federal-aid system (as defined in section 101 of title 23, United States Code) shall be constructed to the same standards that would apply if such project was being carried out with assistance under chapter 1 of title 23, United States Code.
- (d) Federal Share-
 - (1) IN GENERAL- The Federal share of the cost of an eligible project for which a grant is made under this Act shall be 80 percent.
 - (2) NON-FEDERAL SHARE- The non-Federal share of the cost of an eligible project for which a grant is made under this Act may not be provided from Federal funds made available under any other law (including funds from the Highway Trust Fund).
- (e) Prevailing Rate of Wage- Section 113 of title 23, United States Code, shall apply to an eligible project being carried out with assistance provided under this section in the same manner and to the same extent as such would apply if such project was being carried out with assistance provided under chapter 1 of such title.

SEC. 7. TRANSPORTATION TRADE CORRIDORS.

(a) Establishment- The Secretary of Transportation, in consultation with the Secretary of Commerce, shall establish--

(1) a transportation trade corridor for each Customs port of entry, for which fees were collected under section 3 in the preceding fiscal year, in accordance with subsection (b); and

(2) the boundaries of the transportation trade corridor for such port of entry.

(b) Criteria for Establishment of Corridors- A transportation trade corridor--

(1) may include areas in more than one State if the States are contiguous;

(2) may not extend more than 300 miles from the Customs port of entry for which it is established; and

(3) may only include areas that are used for motor vehicle and cargo movements related to international trade.

(c) Multiple Ports of Entry- The Secretary of Transportation may establish under this section a single transportation trade corridor for multiple ports of entry located in close proximity to one another.

(d) Deadline for Establishment of Proposed Corridors- Not later than 180 days after the date of enactment of this Act, the Secretary of Transportation shall publish in the Federal Register the boundaries of the transportation trade corridors the Secretary proposes to establish under this section.

(e) Comment Period- The Secretary of Transportation shall provide a period of 45 days for comments to be made to the Secretary by the public, and for holding such hearings as the Secretary determines are appropriate to receive comments, concerning the boundaries of the transportation trade corridors proposed by the Secretary under subsection (c).

(f) Deadline for Establishment of Final Corridors- Not later than one year after date of enactment of this Act, the Secretary of Transportation shall publish in the Federal Register the boundaries of the transportation trade corridors the Secretary is establishing under this section.

(g) Periodic Reviews and Modifications- During 60-day period ending on September 30 before each fiscal year after the first fiscal year for which funds are authorized to be appropriated to carry out this Act, the Secretary of Transportation may conduct such reviews, hold such hearings, and take such other actions as may be necessary to ensure that--

- (1) there is a transportation trade corridor for each Customs port of entry for which fees were collected under section 3 in the preceding fiscal year; and
- (2) the boundaries of such corridor are appropriate to carry out the objectives of this Act.

SEC. 8. REGULATIONS.

Not later than one year after date of enactment of this Act, the Secretary of Transportation shall issue regulations to carry out the objectives of this Act.

SEC. 9. AUTHORIZATION OF APPROPRIATIONS.

- (a) In General- There is authorized to be appropriated from the National Trade Gateway Corridor Fund established by section 3 to carry out this Act for each of fiscal years 2009 through 2018 such sums as were deposited in the Fund during the preceding fiscal year under section 3.
- (b) Date Available for Obligation- Authorizations from the separate account to carry out this Act shall be available for obligation on October 1 of the fiscal year for which they are authorized.
- (c) Grants as Contractual Obligations- A grant for a highway project under this Act that is approved by the Secretary is a contractual obligation of the Government to pay the Federal share of the cost of the project.

SEC. 10. DEFINITIONS.

In this Act, the following definitions apply:

- (1) ELIGIBLE PROJECT- The term 'eligible project' means--
 - (A) a project or activity eligible for assistance under chapter 1 of title 23, United States Code; and
 - (B) a project for construction of or improvements to a publicly owned intermodal freight transfer facility, for providing access to such a facility, or for making operational improvements to such a facility (including capital investment for an intelligent transportation system); except that a project located within the boundaries of a port terminal shall only include the surface transportation infrastructure modifications necessary to facilitate direct intermodal interchange, transfer, and access into and out of the port.

(2) **FEDERAL-AID HIGHWAY-** The term 'Federal-aid highway' has the meaning such term has under section 101 of title 23, United States Code.

(3) **STATE-** The term 'State' means any of the 50 States, the District of Columbia, and Puerto Rico.

(4) **STATE DEPARTMENT OF TRANSPORTATION-** The term 'State department of transportation' has the meaning such term has under section 101 of title 23, United States Code.

(5) **UNITED STATES-** The term 'United States' means the 50 States, the District of Columbia, and Puerto Rico.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: February 13, 2008

Subject: Surface Transportation Policy and Review Study Commission

Recommendation: Receive report.

Background: On January 15, 2008 the National Surface Transportation Policy and Revenue Study Commission, also known as "the 1909 Commission," unveiled a report entitled *Transportation for Tomorrow*, which provides recommendations for Congress to address the country's deteriorating and congested transportation infrastructure. The report represents the work of the 12-member commission, which was established under SAFETEA-LU, during the 22 months, including holding hearings and listening to briefings from transportation experts. Their conclusions: (1) the surface transportation system is at a crossroads, and there's a crisis looming; (2) the transportation system is aging and a tremendous amount of investment is needed to maintain it; (3) the current infrastructure is not going to be able to handle the additional 120 million people forecasted to come during the next 50 years, nor the enormous increase in freight.

The 1909 Commissioners are as follows:

- Mary Peters, Secretary of the U.S. Department of Transportation (Chair)
- Jack Schenendorf, Of Counsel for Covington and Burling, LLP (Vice Chair)
- Frank Busalacchi, Secretary of Wisconsin Department of Transportation

Approved
Administrative Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

- Maria Cino, Former Deputy Secretary of the U.S. Department of Transportation
- Rick Geddes, Associate Professor at Cornell University
- Steve Heminger, Executive Director of Metropolitan Transportation Commission
- Frank McArdle, Senior Advisor of General Contractors Association of NY
- Steve Odland, Chairman and CEO of Office Depot
- Patrick Quinn, Co-Chairman and President of U.S. Xpress Enterprises, Inc.
- Matt Rose, Chairman and CEO of BNSF Railway
- Tom Skancke, CEO of The Skancke Company
- Paul Weyrich, Chairman and CEO of Free Congress Foundation

On January 31st, the report was reviewed by the U.S. Senate Committee on Environment and Public Works. Below, please find highlights of 1909 Commission's report as discussed during the Senate hearing:

Federal Vision: Several Senators discussed the need for a renewed vision for future federal investment in the nation's transportation systems. Senator Lamar Alexander (R-TN) related his experience when, as Governor of Tennessee, he worked to build support for increased transportation investment that was needed to attract both Saturn and Nissan to build new plants in the state. As a result of a clearly articulated goal, he said, taxpayers will support increases in highway fees and spending.

Senator George Voinovich (R-OH) said that the next president will "need to level with the American people" as to the inadequacy of the highway system. He said that, during his time as Governor of Ohio, he strongly believed that investing in transportation infrastructure was a way to ensure that the State remained economically competitive.

Federal Gas Tax: The Commission recommended that Congress increase the federal gas tax 5-8 cents/gallon annually over the next five years, with the tax thereafter indexed to inflation. Chairwoman Boxer responded, "I don't think it is the route to go," stressing instead that Congress should consider pricing, tolling, and bonding. Opposition to an increase in the federal gas tax was bipartisan, as both Senators Johnny Isakson (R-GA) and John Barrasso (R-WY) argued against any gas tax increase.

Vehicle Miles Traveled: The Commission suggested that Congress consider creating an alternative funding mechanism for future transportation investment, including a tax based on vehicle miles traveled (VMT). When asked to explain

how the VMT might be implemented, Schenendorf said that one approach would use global positioning system to track miles traveled. Senator Inhofe leaned back and expressed his disbelief that VMT could be an effective alternative to the current regime. Senator Boxer cautioned that a potential VMT program is "a thousand miles away."

NASTRAC: The Commission recommended that an independent review board, the National Surface Transportation Commission, ("NASTRAC") be created to develop a national strategic plan, establish performance standards, and recommend specific federal investment levels. Congress would then have a chance to vote up or down on those recommendations, without modification. Senators Barrasso and Isakson opposed this approach, arguing it would simply add another layer of bureaucracy.

Project Delivery: Senator Voinovich and Senator Kit Bond (R-MO) both expressed concern over the excessive amount of time involved in completing transportation projects. The Commission reported that, on average, it took 13 years for a planned project to be completed, largely due to the need to document possible environmental impacts. Commissioner Skancke suggested that that current process could be improved if the next bill cut duplicative steps in the environmental review process. Senator Boxer seemed intrigued by Skancke's comment and asked whether this could be accomplished without amending the National Environmental Policy Act.

A full version of the Commission's report is available at http://www.transportationfortomorrow.org/final_report.

This agenda item is provided to keep board members informed about the Commission's report and Congressional feedback concerning the Commission's recommendations. No action is needed at this time.

Financial Impact: This item has no impact on the approved Fiscal Year 2007-2008 Budget

Reviewed By: This item is scheduled for review by the Administrative Committee on February 13, 2008.

Responsible Staff: Jennifer Franco, Director of Intergovernmental and Legislative Affairs

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: February 13, 2008

Subject: Exercise Second Option of **Sole Source** Contract 05-003 for Public and Specialized Transit Planning Services with A Menninger Mayeda Alternative

Recommendation: Approve Amendment No 2 to **Sole Source** Contract 05-003 with A Menninger Mayeda Alternative for Public and Specialized Transit Planning Services in an amount of \$161,648.74 over a two-year period as identified in the Financial Impact Section.

Background: In May 2004 the Board approved a two-year sole source contract with A Menninger Mayeda Alternative for public and specialized transit planning professional services during Fiscal Years 2004/20050 and 2005/2005 in the amount of \$151,500.00. The contract contains a provision for two (2) two-year extensions.

In May 2006 the Board approved Amendment No. 1 to the contract, exercising the first two-year extension, ending June 30, 2008, and increasing the contract authority by \$161,773.53 for a new total of \$313,273.53.

Staff is recommending the approval of Amendment No 2 to the contract, exercising the second two-year extension, ending June 30, 2010, and increasing the contract authority by \$166,626.74 for a new total of \$479,900.27.

A Menninger Mayeda Alternative has provided public and specialized transit planning services for SANBAG for several years following the selection of the

Approved
Administrative Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

firm during a competitive procurement process. A summary of the firm's recent activities is provided below:

1. Pursuant to California Public Utilities Code 99238 SANBAG is to establish a social services transportation advisory council with participation from consumers and agencies representing elderly individuals, individuals with disabilities and persons of limited means. The Public and Specialized Transit Advisory and Coordination Council (PASTACC) is such an advisory council to SANBAG. The firm provides support to the committee, including preparation and mailing of agenda and support materials.
2. The firm prepares an annual inventory of public and social service transportation services, now containing more than 300 agencies, and distributes them to the cities, County and social service agencies.
3. The firm provides technical assistance to all County transit operators with respect to the Americans with Disabilities Act, including monitoring legal actions throughout the nation and assisting in responding to proposed federal rule making involving the provision of transit services.
4. The firm assists with the notification of acceptance of grant applications under the State-administered Federal Transit Administration Section 5310 Elderly Individuals and Individuals with Disabilities capital grant program. The firm has assisted with Caltrans grant application training sessions, provided technical assistance to prospective grant applicants, and conducts the Local Review Committee review and scoring of applications received.
5. The firm provides staffing for the annual Transportation Development Act Unmet Transit Needs Public Hearings. The firm also maintains a mailing list of individuals and agencies, who receive notice of the hearings, assists in preparing summaries of the testimony received and the development of responses to that testimony.
5. The firm participated extensively during the development of the Public Transit/Human Services Transportation Coordination Plan for San Bernardino County.

With the exception of the fifth item above, all of the activities are conducted on an annual basis and thus, will be continued over the next two years. There will also being a continuing need for professional services during the implementation of the recommendations contained in the Public Transit/Human Services

Transportation Coordination Plan, including the development of services/programs for which competitive proposals will be sought and the evaluation of those proposals. The firm will also be assisting in identifying strategies for the development of a Consolidated Transportation Services Agency for the San Bernardino Valley and perhaps the Victor Valley.

In the past, the Administrative Committee has requested that confirmation of the firm's quality of assistance be included with the review of work performed. Attached are letters from Rolling Start, Inc. and the Victor Valley Transit Authority.

Staff has prepared the attached Amendment No. 2 which provides for a 3% increase in personnel, general/administrative overhead and direct expenses for each of the two-year extension. Compensation for the first year personnel and general/administrative overhead expenses will not exceed \$80,190.70 and direct expenses shall not exceed \$4,375.18 for a total compensation not to exceed \$84,545.88. Compensation for the second year personnel and general/administrative overhead shall not exceed \$82,596.42 and direct expenses shall not exceed \$4,506.44 for a total compensation not to exceed \$87,102.86. The total compensation over the two-year extension period shall not exceed \$171,648.74.

Financial Impact: It is anticipated that \$10,000 of contract authority will be remaining at the end of this fiscal year (2007/2008). Therefore only \$161,648.74 in new funding authority will be required for the two-year extension period. Funding for the first year will be included in the proposed Fiscal Year 2008/2009 Budget under Task 31909000 – Social Service Transportation Plan. The funding source will be LTF Planning. Funding for the second year will be contingent upon funding approved as part of the Fiscal Year 2009/2010 Budget.

Reviewed By: This item is scheduled for review by the Administrative Committee on February 13, 2008.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

SANBAG Contract No. 05-003-2

by and between

San Bernardino Associated Governments

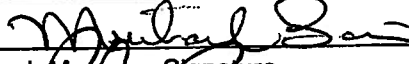

and

A Menninger Mayeda Alternative

for

provision of professional services related to public and specialized transit planning

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original	
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract:	\$ <u>151,500.00</u>	Previous Amendments Total:	\$ <u>154,773.53</u>	
		Previous Amendments Contingency Total:	\$ _____	
Contingency Amount:	\$ _____	Current Amendment:	\$ <u>161,648.74</u>	
		Current Amendment Contingency:	\$ _____	
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →			\$ <u>467,922.27</u>	
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
31909000	5553	LTF- Planning	_____	\$ <u>74,545.88</u>
31910000	5553	LTF - Planning	_____	\$ <u>87,102.86</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>5/5/04</u>		Contract Start: <u>7/1/04</u>	Contract End: <u>6/30/08</u>	
New Amend. Approval (Board) Date: <u>3/5/08</u>		Amend. Start: <u>7/1/08</u>	Amend. End: <u>6/30/10</u>	
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>2008-09</u> \$ <u>74,545.88</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>87,102.86</u>	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? _____				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input checked="" type="checkbox"/> Non-Local	<input type="checkbox"/> Local	<input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes ____%				
Task Manager: Michael Bair		Contract Manager: Michael Bair		

 2-7-08
Task Manager Signature Date
 2/8/08
Chief Financial Officer Signature Date

 2-7-08
Contract Manager Signature Date

Filename: C050032-mab

C050032-mab
31909000 & 31910000

CONTRACT NO. 05-003-2

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

A MENNINGER MAYEDA ALTERNATIVE

THIS CONTRACT AMENDMENT is entered into this 5th day of March, 2008, in the State of California by and between the San Bernardino Associated Governments, hereafter called "AGENCY" and A Menninger Mayeda Alternative, hereafter called "CONTRACTOR".

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the AGENCY requires certain professional services relating to public and specialized transportation planning services; and

WHEREAS, CONTRACTOR has the skills, knowledge, and the ability to provide such planning services to AGENCY; and

WHEREAS, the original CONTRACT 05-003 approved by AGENCY on May 5, 2004, contains a provision for two (2) two-year extensions; and

WHEREAS, AGENCY approved the first two-year extension on May 3, 2006; and

WHEREAS, both parties to the CONTRACT desire to execute the second such extension;

NOW THEREFORE, the parties agree to the following terms and conditions:

1. CONTRACTOR SERVICES

The CONTRACTOR shall be responsible for supporting AGENCY's public and specialized transportation planning efforts. The CONTRACTOR shall also be responsible for the following activities:

- a. Providing support to the Public and Specialized Transit Advisory and Coordinating Council, including preparing and mailing of meeting agenda notices and providing support materials and services.
- b. Conducting, publishing and distributing the annual inventory of public and social service transportation services.
- c. Assist in conducting the annual Transportation Development Act Unmet Transit Needs Public Hearings, including mailing of hearing notices, attending hearings, summarizing testimony received and developing responses to the testimony, notifying those testifying of the responses and when the formal findings will be adopted, and coordinate with SANBAG in preparing the annual submittal of the Unmet Transit Needs Public Hearing process to the State.
- d. Distribute information to eligible agencies for the federal Transit Administration Section 5310 capital grant program, assist potential applicants, convene the Local

- Review Panel to review and score applications, develop a list of projects recommended for approval and programming by the Board.
- e. Provide technical assistance to public and specialized transit operators with respect to the implementation of the Americans with Disabilities Act to ensure compliance, monitor legal issues and proposed regulatory changes.
 - f. Coordinate and represent AGENCY with state and national specialized transit organizations.
 - g. Assist in the development of services and/or programs recommended in the Public Transit/Human Services Transportation Coordination Plan, including the review of competitively sought proposals for the recommended services and/or programs. Provide support for identifying strategies for the development of a Consolidated Transportation Services Agency within the San Bernardino Valley and perhaps in the Victor Valley.
 - h. Provide technical assistance to public and specialized transit systems as requested by AGENCY.

2. TERM

This ONTRACT AMENDMENT will commence on July 1, 2008 and remain in effect until June 30, 2010 (Fiscal Years 2008/2009 and 2009/2010). AGENCY or CONTRACTOR may terminate the CONTRACT at any time by serving thirty(30) days written notice to this effect on the other party. Additionally, in the event of misconduct or failure to perform required services, AGENCY may immediately terminate this CONTRACT by written notice to CONTRACTOR. CONTRACTOR shall not be reimbursed for any services or expenses beyond the termination date of the CONTRACT and AGENCY shall incur no penalty for exercising its termination rights. The Executive Director shall have the authority in his/her sole discretion to give notice of termination on behalf of AGENCY.

3. COMPENSATION

As compensation for the above services during Fiscal Year 2008/2009, AGENCY shall pay CONTRACTOR an amount not to exceed \$84,566.88 of which no more than \$80,191.70 and \$4,375.18 shall be for personnel/general/administrative overhead and direct expenses respectively. Compensation for Fiscal Year 2009/2010 shall not exceed \$87,102.86 of which no more than \$82,596.42 and \$4,506.44 shall be for personnel/general/administrative overhead and direct expenses respectively. The total CONTRACT value for the two (2) fiscal years shall not exceed \$171,648.74.

- a. CONTRACTOR shall account for time spent and invoice AGENCY on a monthly basis. Monthly invoices shall contain both expenditures incurred during the month as well as year to date total by cost category (salaries, including general administrative overhead, and itemized direct charges). Each monthly invoice shall be accompanied by a narrative description of work performed.
- b. CONTRACTOR shall be paid at the hourly rates and general/administrative overhead expenses indicated in Exhibit A and shall not exceed \$80,191.70 during Fiscal Year 2008/2009 and \$82,596.42 during Fiscal Year 2009/2010.
- c. CONTRACTOR shall receive reimbursement in an amount not to exceed \$4,375.18 during Fiscal Year 2008/2009 and \$4,506.44 during Fiscal Year

2009/2010 for direct expenses including travel reimbursement and telephone expenses.

4. All other terms and conditions in Contract 05-003, as amended, shall remain in full force and effect.

IN WITNESSTH WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

"AGENCY"

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

"CONTRACTOR"

**A MENNINGER MAYEDA
ALTERNATIVE**

By _____
Lawrence E. Dale
President

By _____
Heather Menninger-Mayeda
Principal

Approved as to Form:

Jean-Rene Basle
SANBAG Legal Counsel

Exhibit A

Amendment No. 2 to Contract 05-003

A Menninger Mayeda Alternative

Fiscal Year 2008/2009:

Hourly Rates: Principal	\$63.59 800 Hours	\$50,872.00
Data Assistant	\$16.00 350 Hours	\$ 5,600.00
General & Administrative Overhead:		\$23,719.70
Direct Expenses:		\$ 4,375.18
Total:		\$84,566.88

Fiscal Year 2009/2010

Hourly Rates: Principal	\$65.50 800 Hours	\$52,400.00
Data Assistant	\$16.48 350 Hours	\$ 5,768.00
General & Administrative Overhead:		\$24,428.42
Direct Expenses:		\$ 4,506.44
Total:		\$87,102.86



Rolling Start, Inc.
Center for Independent Living
Serving San Bernardino, Inyo and Mono Counties

570 W. 4th Street, Suite 107
San Bernardino, CA 92401
(909) 884-2129
(909) 884-7396 (TDD)
(909) 386-7446 (FAX)

www.rollingstart.com

15647 Village Drive, Suite #A
Victorville, CA 92392
(909) 843-7959 (Voice/TDD)
(909) 241-8787 (FAX)

Michael A. Bair
Director Rail and Transit Programs
San Bernardino Associated Governments
1173 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Dear Mr. Bair,

I am writing this letter to let you know that I feel that Heather Menninger-Mayeda is a great asset to PASTACC and I have enjoyed working and collaborating with her on many transportation issues. Her technical assistance has been invaluable and I look forward to working with her in the future.

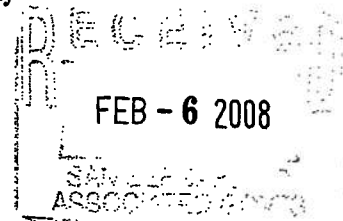
Sincerely,

Julie Williams
Rolling Start, Inc.
570 W. 4th Street
San Bernardino, Calif 92401



VICTOR VALLEY TRANSIT AUTHORITY

Representing the Communities of Adelanto, Apple Valley, Hesperia,
Victorville and San Bernardino County



February 4, 2007

Mr. Michael Bair *Mike*
SANBAG
1170 W. Third Street,
Second Floor
San Bernardino, CA 92410-1715
United States

Dear Mr. Bair:

I just wanted to take this opportunity to let you that Ms. Menninger's work with the Section 5316 and 5317 coordination project was exemplary. She kept the consulting team on task and well directed.

Also, I find Ms. Menninger an invaluable resource when I have accessibility or ADA questions as they apply to the policies, best practices, and operational issues at VVTA.

Finally, as contracted staff to the PASTACC committee, I do not think SANBAG could have made a better choice. I have worked closely with Ms. Menninger since 1998 and look forward to working with her well into the future.

In short, don't let this one get away!

Sincerely,

Kevin Kane
Vice President, General Manager



-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 10

Date: February 13, 2008

Subject: Agreement with Omnitrans to Fund the San Bernardino to Redlands Corridor Regionally Significant Transportation Investment Study and Environmental Analysis

Recommendation: Authorize the Executive Director to execute Contract 08155 with Omnitrans for the receipt of Federal Transit Administration Section 5307 Urban Formula Funds to conduct the San Bernardino to Redlands Corridor Regionally Significant Transportation Investment Study and Environmental Analysis in the amount of \$800,000.00 as identified in the Financial Impact Section.

Background: The preparation of the San Bernardino to Redlands Corridor Regionally Significant Transportation Investment Study and Environmental Analysis was included in the Board approved Fiscal Year 2007/2008 Budget under Task 38008000- Redlands Rail Extension. The estimated cost of this work effort is \$1,000,000. The Budget identified \$800,000 in Federal Transit Administration Section 5307 – Urban Formula Funds along with \$200,000 in Local Transportation Funds allocated to the Agency for planning purposes to conduct the study.

Omnitrans is the designated Federal Transit Administration grantee for the Section 5307 – Urban Formula Funds apportioned to the San Bernardino Valley. In order for SANBAG to receive these funds for the above referenced study, the funds need to be included in an Omnitrans grant. The attached Contract 08155

Approved
Administrative Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

has been prepared to establish SANBAG as a Subgrantee for the \$800,000 in Section 5307 – Urban Formula Funds.

Similar to the agreement the Board approved in January, this agreement provides for a payment to Omnitrans for grant administration. The amount is set at 3.78% of the grant amount, or \$37,800 for the \$1,000,000 grant project budget. This amount will be paid by SANBAG from non-grant funds provided for professional services under the Budget Task 35208000 – General Commuter Rail.

Under the Federal Transit Administration Section 5307 – Urban Formula Fund grant program, grantees (and subgrantees) are given pre-award authority to begin incurring expenses prior to the grant award. SANBAG has taken advantage of that provision and released the Request for Proposal for this work in October and awarded a Contract with STV, Inc. in January.

Approval of this Contract will allow Omnitrans to include the \$800,000 in Section 5307 – Urban Formula Funds in their pending grant application for Fiscal Year 2007/2008. Once the grant is approved, SANBAG will be able to invoice Omnitrans for 80% of the consultant's expenses up to \$800,000.

Financial Impact: This item is consistent with the adopted SANBAG Budget. The inclusion of the \$800,000 in Section 5307 – Urban Formula Funds as well as the \$200,000 in matching Local Transportation Funds for planning is provided for under Task 38008000 – Redlands Rail Extension. The payment of \$37,800 to Omnitrans for grant administration will be provided from Task 35208000 under professional services, with the funding source being Local Transportation Fund – Planning.

Reviewed By: This item is scheduled for review by the Administrative Committee on February 13, 2008.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

SANBAG Contract No. 08-155

by and between

San Bernardino Associated Governments

and

Omnitrans

for

the receipt of FTA Funds for conducting the San Bernardino to Redlands Corridor Regionally Significant Transportation Investment Study and Environmental Analysis**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input checked="" type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: Payable of \$37,800 and Receivable of \$800,000

Original Contract:	\$ <u>837,800.00</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ _____	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 837,800.00

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
35208000	5553	LTF-Planning	_____	\$ <u>37,800.00</u>
38008000	_____	FTA 5307	_____	\$ <u>800,000.00</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 3/5/08 Contract Start: 1/9/08 Contract End: 3/31/09
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>2007/2008</u> \$ <u>837,800.00</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
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Is this consistent with the adopted budget? ☒ Yes ☐ No
If yes, which Task includes budget authority? _____
If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT**Please mark an "X" next to all that apply:**☒ Intergovernmental ☐ Private ☐ Non-Local ☒ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes ____ %Task Manager: **Michael Bair**Contract Manager: **Michael Bair**

Michael Bair 2-7-08
Task Manager Signature Date

Michael Bair 2-7-08
Contract Manager Signature Date

[Signature] 2/7/08
Chief Financial Officer Signature Date

Filename: css08155-mab

SANBAG AGREEMENT C08155

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

OMNITRANS

**AGREEMENT REGARDING THE
SAN BERNARDINO TO REDLANDS CORRIDOR REGIONALLY SIGNIFICANT
TRANSPORTATION INVESTMENT STUDY (RSTIS) AND ENVIRONMENTAL
ANALYSIS**

This Agreement regarding the San Bernardino to Redlands Corridor RSTIS and Environmental Analysis ("Agreement") is entered into this _____ of _____ 2008, by and between the San Bernardino Associated Governments ("SANBAG"), a public agency, and Omnitrans, a Joint Powers Authority ("Omnitrans").

Recitals

A. This Agreement describes the respective responsibilities of SANBAG and Omnitrans relative to obtaining the funds for the San Bernardino to Redlands Corridor RSTIS and Environmental Analysis, as said improvements are further described Omnitrans Fiscal Year 2008 §5307 Grant Application attached hereto as Exhibit "A" and incorporated herein.

B. The overall concept ("Project") is to conduct the San Bernardino to Redlands Corridor RSTIS and Environmental Analysis located in the Cities of San Bernardino, Loma Linda and Redlands, San Bernardino County. The Project will include a cooperative and collaborative process to establish the range of alternatives to be considered and factors to be addressed; an evaluation of the effectiveness and cost effectiveness of alternative investments or strategies in attaining local, state and national goals and objectives; consideration of the direct and indirect cost of alternatives, and other factors such as mobility improvements. Draft CEQA and NEPA documents be prepared.

C. Omnitrans, as the Federal Transit Administration Grantee, will, pursuant to the terms of this Agreement, submitted a §5307 grant application to the Federal Transit Administration ("FTA") for Fiscal Year 2008 with respect to obtaining funding for the Project. The grant application is for among others, the benefit of SANBAG, as a Subgrantee. Further, Omnitrans will prepare required or requested periodic reports to the FTA, in a timely manner so long as it receives in a timely manner all necessary information from SANBAG.

D. SANBAG will be considered the Subgrantee for purposes of the grant application, and is responsible for complying with all provisions of the grants and of applicable federal, state and local laws and regulations necessary in order to qualify for the funding for, and to undertake this Project. Further, SANBAG agrees pursuant to the terms of this Agreement that it will be

responsible for any damages, including without limit any fine imposed by the FTA, which Omnitrans suffers by virtue of SANBAG's breach of any term of this Agreement.

NOW THEREFORE, based on the forgoing recitals and the following promises and covenants the parties agree:

1. **Obligations of Omnitrans.** Pursuant to, and to the extent provided in, this Agreement, Omnitrans shall take the following actions:

a. Omnitrans, as the FTA Grantee, will submit the Fiscal Year 2008 \$5307 grant application to the FTA with respect to obtaining funding for the Project. The grant applications will be for the benefit of SANBAG, as a Subgrantee. The application shall be submitted within a reasonable time after receipt of all information from SANBAG necessary for the completion of such grant applications and the receipt of such other assurances from SANBAG as Omnitrans may reasonably require.

b. Omnitrans will sign the grant documents resulting from the forgoing grant application submittal, upon the receipt of such assurances from SANBAG as Omnitrans may reasonably require.

c. Omnitrans will reimburse/disburse to SANBAG funds obtained from any grant resulting from the foregoing grant applications submittal in conformity with the following procedure:

1. For each reimbursement or disbursement requested, SANBAG shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed, the purpose for which the disbursement is required and such additional supporting documentation and background information as Omnitrans may reasonably require.

2. Each invoice requesting a distribution shall be accompanied by a written certification of SANBAG's Executive Director that such disbursement as requested by SANBAG will not constitute any violation of the terms of the grant, or of any applicable federal, state or local law or regulation and that SANBAG will use the funds disbursed for the purpose indicated in its invoice.

3. Within two (2) working days of the receipt of an invoice and accompanying certification, Omnitrans shall notify SANBAG as to what, if any, additional supporting documentation and background information will be required.

4. Within five (5) working days of the receipt of a completed invoice (which shall consist of the invoice, the written certification of SANBAG and any supporting documentation and background information requested by Omnitrans under subparagraph 1.c.3. above), Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if SANBAG provides the necessary information) so much of the requested funds which it can disburse without violating the terms of either the grant or of applicable federal, state or local law or regulation; and (ii) notify SANBAG as to

why it reasonably believes that it is unable to disburse some or all of the requested funds without violating the terms of either the grant or of applicable federal, state or local laws or regulations.

5. To the extent that the FTA advises Omnitrans that any disbursement of grant funds would constitute a violation of the terms of either the grant or of applicable federal, state or local law or regulation, Omnitrans shall have no obligation to disburse such funds. d. Omnitrans shall prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from SANBAG.

e. Omnitrans shall conduct itself so that any aspect of the Omnitrans' participation in this Agreement and the actions contemplated of it by this Agreement, will be in compliance with the terms of the grant which is being sought and with all applicable federal, state or local law or regulation.

2. **Payment of Administrative Expenses of Omnitrans.** As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to SANBAG to account for all administration costs associated with managing this project. Omnitrans will charge 3.78% of the total project cost (approximately \$37,800.00) as Administrative Expenses and will invoice SANBAG annually. At SANBAG's sole discretion, SANBAG may pay Omnitrans Administrative Expenses with non-grant funds. The 3.78% has been approved by FTA. If due to extraordinary circumstances it becomes evident to Omnitrans that it will exceed its estimated expenses, SANBAG will be immediately notified and both parties shall meet and negotiate in good faith to arrive at an agreed adjustment to Omnitrans' compensation.

3. **Warranties of SANBAG.** SANBAG warrants to Omnitrans that:

a. SANBAG has, currently available to it, or will have prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive a FTA §5307 grants in the approximate amount of \$800,000 (with the 20% local match being \$200,000) for Fiscal Year 2008.

b. The submittal of the contemplated FTA §5307 grant application by Omnitrans on behalf of SANBAG will not constitute any violation of applicable federal, state or local law or regulation.

c. SANBAG shall conduct itself so that all aspects of the Project, and any aspect of SANBAG's participation in this Agreement and the actions contemplated of it by this Agreement, will be in compliance with the terms of the grant which is being sought and with all applicable federal, state or local laws or regulations, including laws or regulations related to design, construction of or environmental review of the improvements. SANBAG agrees to comply with the Certification Letter and incorporated Capital Assistance Protective Arrangement Pursuant to Section 5333(b) of Title 49 of the U.S. Code, Chapter 53 that provides to employees represented by unions, protections satisfying the requirements of 49 U.S.C., Section 5333(b) and any amendments to these requirements. These protections will be referenced in the grant

applications, and in the contract of assistance between Omnitrans and the FTA to be entered into after the grant applications are submitted to the FTA, as one of the conditions of the approval of the grant applications by the FTA.

d. SANBAG will use the funds disbursed from the grant for the purpose indicated in its invoice requesting the disbursement.

4. **Obligations of SANBAG.** Pursuant to, and to the extent provided in, this Agreement, SANBAG shall take the following actions:

a. Provide to Omnitrans all information, including without limit all information described in C9300.1A, that is needed for the FTA §5307 grant application submission.

b. Provide the local matching fund portion required to receive the contemplated FTA §5307 grants and shall submit evidence of same, as to both dollar amount and source(s), as Omnitrans may reasonably require. SANBAG may utilize its payment of staff salaries, benefits and expenses in providing engineering, inspection, and contract management and administrative support for the project to satisfy its match obligation.

c. Notify Omnitrans of any changes in the scope or description of the Project.

d. Certify to Omnitrans, as to each invoice requesting disbursement of grant funds, that to the best of its knowledge such disbursement will not constitute any violation of either the provisions of the grant or of applicable federal, state or local law or regulation and that SANBAG will use the funds disbursed for the purpose indicated in its invoice requesting the disbursement.

e. Provide to Omnitrans all information needed for quarterly project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates, but in no event to be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update.

f. SANBAG shall insure that all aspects of the Project, and any aspect of SANBAG's participation in this Agreement and the actions contemplated of it by this Agreement will be in compliance with the terms of the grant which is being sought and with all applicable federal, state or local law or regulation. SANBAG agrees that the provisions of the Certification Letter, including without limit the provisions of the Capital Assistance Protective Arrangement, along with any updates thereto are hereby made a part of this Agreement and form a part of the terms of the grant with which SANBAG shall comply.

g. SANBAG shall, prior to the grant submittal to FTA, notify Omnitrans of whether the Omnitrans Administrative Expenses referenced in Section 2 above will be paid for with non-grant funds.

5. **Exercise of Rights under the Agreement.** The CEO/General Manager of Omnitrans, or his designee, shall exercise the rights of Omnitrans under this Agreement including, without

limit, accepting the certifications of SANBAG required under the terms of this Agreement. The Executive Director of SANBAG, or his designee, shall exercise the rights of SANBAG under this Agreement; however, any certifications of SANBAG required under the terms of this Agreement shall be provided only by the Executive Director or such other representative of SANBAG as is specified by action of the SANBAG's governing body.

6. **Insurance requirements.** SANBAG shall require that any contractor providing services with respect to the Project obtain and maintain insurance, of the type and in the amounts that Omnitrans would require of its contractors performing similar services on a project similar to the work to be performed for the longer period of: 1) the duration of this Agreement or 2) for the duration of such contractor's involvement in the work effort. All insurance policies shall name Omnitrans and its directors, officers, employees and volunteers as additional named insured's.

7. **SANBAG Contract Damages.** Omnitrans shall be responsible to compensate SANBAG for any damage or loss which SANBAG suffers by virtue of Omnitrans' breach of any term of this Agreement, including any and all damages, loss, claims, (including reasonable attorneys fees for any action or fine of the FTA) arising from such breach.

8. **Contract Damages.** SANBAG shall be responsible to compensate Omnitrans for any damage or loss which Omnitrans suffers by virtue of SANBAG's breach of any term of this Agreement, including without limit any and all damages, loss, claims, etc. (including without limit attorney fees and any action or fine of the FTA) arising from such breach.

9. **Term.** The term of this Agreement shall end upon the rejection of any grant application for the Project by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations but in no event later than three (3) years from the date of the last grant hereof.

10. **Force Majeure.**

a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement.

b. Neither Party shall be considered to be in default in the performance of any of the agreements contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.

c. If either Party because of an Uncontrollable Force is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other property authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance if the Parties.

11. **Authorization by Omnitrans.** Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing Board and that the persons signing this Agreement on its behalf have the necessary authority to do so.

12. **Authorization By SANBAG.** SANBAG represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by SANBAG's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.

13. **Headings.** All paragraph headings throughout this Agreement are for convenience of reference only.

14. **Additional Documents** Each of the Parties shall execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.

15. **Litigation Expenses** If after this Agreement is in effect, any action or proceeding of any nature shall be commenced seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorney's fees, expert witness fees and other related expenses and costs.

16. **Entire Agreement** This Agreement constitutes the sole and entire agreement between the parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with

respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.

17. **Accuracy Of Representations** As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.

18. **Originals And Copies** This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.

19. **Construction Of Agreement.**

a. **Equal Construction.** This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.

b. **Internal Consistency.** The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.

20. **Notices** All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

To Omnitrans:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attention: Nancy Jaramillo

To SANBAG

SANBAG
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attention: Victoria Baker

21. **No Third Party Beneficiaries** There are no third party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

OMNITRANS

By: _____
Deborah Robinson Barmack
Executive Director

By: _____
Durand L. Rall
CEO/General Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Legal Counsel

By: _____
Fiona Luke
Legal Counsel for Omnitrans

SANBAG Acronym List

1 of 2

AB	--	Assembly Bill
ACE	--	Alameda Corridor East
ACT	--	Association for Commuter Transportation
ADA	--	Americans with Disabilities Act
APTA	--	American Public Transportation Association
AQMP	--	Air Quality Management Plan
ATMIS	--	Advanced Transportation Management Information Systems
BAT	--	Barstow Area Transit
CAC	--	Call Answering Center
CALACT	--	California Association for Coordination Transportation
CALCOG	--	California Association of Councils of Governments
CALSAFE	--	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	--	California Department of Transportation
CARB	--	California Air Resources Board
CEQA	--	California Environmental Quality Act
CHP	--	California Highway Patrol
CMAQ	--	Congestion Mitigation and Air Quality
CMIA	--	Corridor Mobility Improvement Account
CMP	--	Congestion Management Program
CNG	--	Compressed Natural Gas
COG	--	Council of Governments
CSAC	--	California State Association of Counties
CTA	--	California Transit Association
CTAA	--	Community Transportation Association of America
CTC	--	California Transportation Commission
CTC	--	County Transportation Commission
CTP	--	Comprehensive Transportation Plan
DMO	--	Data Management Office
DOT	--	Department of Transportation
E&H	--	Elderly and Handicapped
EIR	--	Environmental Impact Report
EIS	--	Environmental Impact Statement
EPA	--	United States Environmental Protection Agency
ETC	--	Employee Transportation Coordinator
FEIS	--	Final Environmental Impact Statement
FHWA	--	Federal Highway Administration
FSP	--	Freeway Service Patrol
FTA	--	Federal Transit Administration
FTIP	--	Federal Transportation Improvement Program
GFOA	--	Government Finance Officers Association
GIS	--	Geographic Information Systems
HOV	--	High-Occupancy Vehicle
ICMA	--	International City/County Management Association
ICTC	--	Interstate Clean Transportation Corridor
IEEP	--	Inland Empire Economic Partnership
ISTEA	--	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	--	Interregional Transportation Improvement Program
ITS	--	Intelligent Transportation Systems
IVDA	--	Inland Valley Development Agency
JARC	--	Job Access Reverse Commute
LACMTA	--	Los Angeles County Metropolitan Transportation Authority
LNG	--	Liquefied Natural Gas
LTF	--	Local Transportation Funds
MAGLEV	--	Magnetic Levitation
MARTA	--	Mountain Area Regional Transportation Authority
MBTA	--	Morongo Basin Transit Authority
MDAB	--	Mojave Desert Air Basin
MDAQMD	--	Mojave Desert Air Quality Management District

SANBAG Acronym List

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MIS	--	Major Investment Study
MOU	--	Memorandum of Understanding
MPO	--	Metropolitan Planning Organization
MSRC	--	Mobile Source Air Pollution Reduction Review Committee
MTP	--	Metropolitan Transportation Plan
NAT	--	Needles Area Transit
OA	--	Obligation Authority
OCTA	--	Orange County Transportation Authority
OWP	--	Overall Work Program
PA&ED	--	Project Approval and Environmental Document
PASTACC	--	Public and Specialized Transportation Advisory and Coordinating Council
PDT	--	Project Development Team
PPM	--	Planning, Programming and Monitoring Funds
PSR	--	Project Study Report
PTA	--	Public Transportation Account
PVEA	--	Petroleum Violation Escrow Account
RCTC	--	Riverside County Transportation Commission
RDA	--	Redevelopment Agency
RFP	--	Request for Proposal
RIP	--	Regional Improvement Program
ROD	--	Record of Decision
RTAC	--	Regional Transportation Agencies' Coalition
RTIP	--	Regional Transportation Improvement Program
RTP	--	Regional Transportation Plan
RTPA	--	Regional Transportation Planning Agencies
SB	--	Senate Bill
SAFE	--	Service Authority for Freeway Emergencies
SANBAG	--	San Bernardino Associated Governments
SCAB	--	South Coast Air Basin
SCAG	--	Southern California Association of Governments
SCAQMD	--	South Coast Air Quality Management District
SCRRA	--	Southern California Regional Rail Authority
SED	--	Socioeconomic Data
SHA	--	State Highway Account
SHOPP	--	State Highway Operations and Protection Program
SOV	--	Single-Occupant Vehicle
SRTP	--	Short Range Transit Plan
STAF	--	State Transit Assistance Funds
STIP	--	State Transportation Improvement Program
STP	--	Surface Transportation Program
TAC	--	Technical Advisory Committee
TCIF	--	Trade Corridors Improvement Fund
TCM	--	Transportation Control Measure
TCRP	--	Traffic Congestion Relief Program
TDA	--	Transportation Development Act
TEA	--	Transportation Enhancement Activities
TEA-21	--	Transportation Equity Act for the 21 st Century
TIA	--	Traffic Impact Analysis
TMC	--	Transportation Management Center
TMEE	--	Traffic Management and Environmental Enhancement
TOC	--	Traffic Operations Center
TOPRS	--	Transit Operator Performance Reporting System
TSM	--	Transportation Systems Management
USFWS	--	United States Fish and Wildlife Service
UZAs	--	Urbanized Areas
VCTC	--	Ventura County Transportation Commission
VVTA	--	Victor Valley Transit Authority
WRCOG	--	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents,
San Bernardino Associated Governments
(SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient,
multi-modal transportation system
- Strengthen economic development
efforts
- Exert leadership in creative problem
solving

To successfully accomplish this mission,
SANBAG will foster enhanced relationships
among all of its stakeholders while adding
to the value of local governments.

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